

MOBILE APPLICATION TERMS AND CONDITIONS

(Last Updated on January 6, 2020)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Benji (“we,” “us” or “our”), concerning your access to and use of the Application (“App”). You agree that by accessing the App, you have read, understood, and agree to be bound by these Terms and Conditions. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APP AND YOU MUST DISCONTINUE ITS USE IMMEDIATELY.

Supplemental terms and conditions or documents posted on the App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and deemed to have been made aware of, and accepted the changes in any revised Terms and Conditions by your continued use of the App after the date such revised Terms are posted.

The information provided on the App is not intended use by any person or entity in any jurisdiction or country where such use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the App from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The App is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the App. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the App.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics on the App (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the App “AS IS” for your information and use only. Except as expressly provided in these Terms of and Conditions, no part of the App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you are eligible to use the App, you are granted a limited license to access and use the App, but not to download or print a copy of any portion of the Content to which you have properly gained access. We reserve all rights not expressly granted to you in and to the App, Content and the Marks.

USER REPRESENTATIONS

By using the App, you represent and warrant that: (1) all information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such information

as necessary; (3) you have the legal capacity, and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside, or if you a minor, you have received parental permission to use the App; (5) you will not use the App for any illegal or unauthorized purpose; and (6) your use of the App will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the App (or any portion thereof).

USER REGISTRATION

You may be required to register with the App. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the App for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the App, you agree not to:

1. systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the App, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the App.
4. circumvent, disable, or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App and/or the Content contained therein.
5. engage in unauthorized framing of or linking to the App.
6. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
7. make improper use of our support services or submit false reports of abuse or misconduct.
8. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. interfere with, disrupt, or create an undue burden on the App or the networks or services connected to the App.
10. attempt to impersonate another user or person or use the username of another user.
11. use any information obtained from the App in order to harass, abuse, or harm another person.
12. use the App as part of any effort to compete with us or otherwise use the App and/or the Content for any revenue-generating endeavor or commercial enterprise other than what it is intended for.
13. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App.
14. attempt to bypass any measures of the App designed to prevent or restrict access to the App, or any portion of the App.
15. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App to you.
16. delete copyright or other proprietary rights notices from any Content.
17. copy or adapt the App's software or code.
18. upload or transmit (or attempt to upload or to transmit) viruses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any

party's uninterrupted use and enjoyment of the App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App.

19. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats, bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
20. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the App, or using or launching any unauthorized script or other software.
21. disparage, tarnish, or otherwise harm, in our opinion, us and/or the App.
22. use the App in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The App may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the App, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the App. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the App, and other users of the App to use your Contributions in any manner contemplated by the App and these Terms of Use.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the App and these Terms of Use.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the App in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the App.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the App, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of your Contributions and any intellectual property right or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in Contributions you provide in any area on the App. You are solely responsible for your Contributions to the App and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the App; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

GUIDELINES FOR REVIEWS

We may provide you areas on the App to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

MOBILE APP LICENSE

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile App on wireless electronic devices owned or controlled by you, and to access and use the mobile App on such devices strictly in accordance with the terms and conditions of this mobile App license contained in these Terms and Conditions. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice

of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any App or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any Apps, accessories, or devices for use with the App.

Apple and Android Devices

If you obtained the App from either the Apple Store or Google Play (each an “App Distributor”), then: (1) the license granted to you for our mobile App is limited to a non-transferable license to use the App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile App as specified in the terms and conditions of this mobile App license contained herein or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile App; (3) if the mobile App fails to conform to any applicable warranty, you may notify the applicable App Distributor, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile App; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile App license contained herein, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile App license against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the App (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

APP MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the App for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the App or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy [[CLICK HERE](#)]. By using the App, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. The App is hosted in the United States. If you access the App from the European Union, Asia, or any other region

of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the App or Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. In accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without verifiable parental consent, we will delete that information from the App as quickly as is reasonably practical.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the App infringes upon any copyright you own or control, please immediately notify us in writing ("Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the App infringes your copyright, you should consider first contacting an attorney.

TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the App. WITHOUT LIMITING ANY OTHER PROVISION HEREIN, AND WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APP (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APP OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the App at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our App. We also reserve the right to modify or discontinue all or part of the App without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the App.

We do not guarantee the App will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the App, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the App. Nothing in these Terms of Use will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the App are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

FEES AND PAYMENT

You agree to immediately pay all applicable, undisputed fees for the services the App provides, plus a service charge of 2.69 percent plus \$.30. For example, if the fee for the service being provided is \$10.00, you will be charged \$12.99, which is the service fee plus 2.69 percent of the service fee, plus \$.30. You will be prompted within an hour after the completion of the service to rate the service provider and leave a voluntary tip. You agree and acknowledge that if you cancel an appointment up to twenty-four (24) hours before the assigned time of service, you will be charged 25 percent of the applicable service fee. If you cancel within twenty-four (24) hours of the appointed time, or if you do not show, or the service provider comes to you and you are not there or available at the appointed time, you will be charged 100 percent of the full service fee.

You are responsible for all fees and charges imposed by data transmission providers related to your access and the use of the App. You are responsible for providing accurate and current contact and payment information to us. You agree that we may take steps to verify whether your payment method is valid and charge your credit card for all amount due for your use of the App. You acknowledge and agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your access to the App if at any time we determine that your payment information is inaccurate or not current, and you will be responsible for any fees or overdraft charges that we may incur when we charge your credit card for payment. Notification of any price changes will be published on our App.

DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in Broward County, Florida, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions. In no event shall any claim, action, or proceeding brought by either Party related in any way to the App be commenced more than one (1) year after the cause of action arose.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Broward County, Florida. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf

of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the App at any time, without prior notice.

DISCLAIMER

THE APP IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APP SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APP'S CONTENT OR THE CONTENT OF ANY APPS LINKED TO THIS APP AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH THE APP OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE LAST MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our

respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use of the App; (2) breach of the terms herein; (3) any breach of your representations and warranties set forth herein; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the App with whom you connected via the App. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the App for the purpose of managing the App, as well as data relating to your use of the App. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You agree that all agreements, notices, disclosures, and other communications we provide to you on the App satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US VIA THE APP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means other than through the APP.

MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the App. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on these Terms and Conditions.