

TAPTIQ™ TERMS OF SERVICE

ATTENTION: THIS IS A LEGALLY-BINDING CONTRACT. PLEASE READ THE TERMS OF SERVICE CAREFULLY BEFORE USING SERVICES PROVIDED BY THE TAPTIQ APPLICATION. THIS AGREEMENT GOVERNS YOUR RELATIONSHIP WITH TAPTIQ AND USE OF THE SERVICES PROVIDED THROUGH THE TAPTIQ APPLICATION. YOU ARE HEREBY ASKED TO ACCEPT THIS TERMS OF SERVICE AND MAY USE THE SERVICES PROVIDED THROUGH THE TAPTIQ APPLICATION ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. USING THE SERVICES PROVIDED THROUGH THE TAPTIQ APPLICATION INDICATES THAT YOU ACCEPT THIS TERMS OF SERVICE. IF YOU DO NOT ACCEPT THIS TERMS OF SERVICE, DO NOT USE THE TAPTIQ APPLICATION, WEBSITE, OR SERVICES.

THIS TERMS OF SERVICE INCLUDE TAPTIQ'S PRIVACY POLICY LOCATED AT [HTTPS://WWW.TAPTIQ.COM](https://www.taptiq.com) WHICH IS INCORPORATED AND MADE A PART OF THIS TERMS OF SERVICE.

Acceptance of Terms of Service

This Terms of Service (the "Agreement" or "Terms of Service") is a legally-binding agreement between you, either an individual or an entity ("you" or "user"), and Taptiq™, a company organized under the laws of the Commonwealth of Virginia ("Taptiq™") regarding use of this website (the "Website") and the Services, as defined below, provided through the Taptiq™ mobile application (the "Taptiq™ Application"). Taptiq™ makes the Taptiq™ Application, Website, and Services, including all content, information, graphics, documents, text, products, and all other elements and products offered through the Taptiq™ Application, Website, and Services (collectively, the "Content") available for your use subject to the terms and conditions set forth in this document. By accessing and using the Taptiq™ Application, Website, and Services you agree to be bound by and to accept this Terms of Service and all terms and conditions contained and/or referenced herein as well as any additional terms and conditions set forth on the Website.

If you do NOT agree to all these terms and conditions in this Terms of Service, you should NOT use the Taptiq™ Application, Website, or Services. If you do NOT agree to any additional specific terms which applies to particular Content or to a particular transaction concluded through the Taptiq™ Application, Website, or Services, then you should NOT use the part of the Taptiq™ Application, Website, or Services which contains such Content or through which such transactions may be concluded. Also, when you use any current or future Taptiq™ service or visit Taptiq™ website or those of its affiliates or obtain any products or services, whether free of charge or for payment, provided Taptiq™ or any entity affiliated with Taptiq™, you will be subject to the guidelines and conditions applicable to such products or services.

This Terms of Service may be amended by Taptiq™ at any time upon notice provided by any of the following means: through a posting on the main page of the Website, at or after you login into your User Account (as defined below) in the Taptiq™ Application, or by e-mail to the address you provided

when you set up your User Account. Your failure to provide or maintain accurate or current contact information will not obviate your responsibility to comply with this Terms of Service as amended from time to time.

Please check this Terms of Service regularly to ensure that you are aware of all terms governing your use of the Taptiq™ Application, Website, and Services. Also, specific terms and conditions may apply to non-user generated Content or transactions concluded through the Taptiq™ Application. Such specific terms may be in addition to this Terms of Service or, where inconsistent with this Terms of Service such specific terms will supersede this Terms of Service only to the extent that the content or intent of such specific terms is inconsistent with this Terms of Service.

Taptiq™ reserves the right to make changes or updates with respect the Content or the format thereof at any time without notice. Taptiq™ also reserves the right to terminate or restrict access to the Taptiq™ Application, Website, and Services or any portion thereof for any reason whatsoever at its sole discretion.

Description of Services

Services provided through the Taptiq™ Application for mobile devices allows you to upload a photo of yourself wearing an outfit, bag, watch, hat, scarf, shoes and everything in between and then receive feedback from the Taptiq™ community. The photo is uploaded to a random stream where other Taptiq™ users vote YES or NO. Should you buy those shoes? Does this dress look good? Get immediate and honest feedback. As well as uploading your own pictures, you can simply use the Services to give your opinions on outfits or accessories worn by other users from around the world.

Users' Obligations

You agree to use the Taptiq™ Application, Website, and Services only for purposes permitted by this Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. TAPTIQ IS NOT RESPONSIBLE FOR ANY VIOLATION OF APPLICABLE LAWS, RULES, OR REGULATIONS COMMITTED BY YOU OR A THIRD PARTY AT YOUR BEHEST. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR USE OF THE TAPTIQ APPLICATION, WEBSITE, AND SERVICES DOES NOT CONTRAVENE APPLICABLE LAWS, RULES, OR REGULATIONS. Specifically, you agree and warrant that in using the Taptiq™ Application, Website, and Services, your actions do not contravene the laws, rules, or regulations of (1) the country, state, or locality where you reside, or (2) the country, state, or locality where Taptiq™ is located or operates. This includes complying with applicable export and import restrictions as well as other restrictions.

Your Use of the Taptiq™ Application, Website, and Services

You agree not to access (or attempt to access) the Taptiq™ Application and Services by any means

other than through the means provided by Taptiq™ or its authorized partners. You agree not to access or attempt to access any of the Taptiq™ Application or Services by way of automated means and that you will not engage in any activity that interferes with or disrupts the Taptiq™ Application or Services (or the servers and networks which are connected to the Taptiq™ Application or Services).

Further, you agree:

- not to disrupt or interfere with any other user’s enjoyment of the Taptiq™ Application, Website, and Services or affiliated or linked sites;
- not to upload, post, or otherwise transmit through the Taptiq™ Application, Website, and Services any viruses or other harmful, disruptive, or destructive files;
- not to use or attempt to use another user’s User Account, password, or system;
- not to access or attempt to access any Content or User Content (as defined below), which you are not authorized to access under the terms herein;
- not to disrupt or interfere with the security of, or otherwise cause harm to the Taptiq™ Application, Website, Services, Content, User Content, system resources, accounts, passwords, servers, or networks connected to or accessible through the Taptiq™ Application, Website, and Services or any affiliated or linked sites.

Interaction With Other Users

Users may have the ability to communicate with each other through the Taptiq™ Application, Website, and Services. You are solely responsible for your interactions with other users. You understand that Taptiq™ does not conduct criminal background checks on its users nor does it inquire into the backgrounds of its users or attempt to verify its users’ statements. Taptiq™ makes no representations or warranties as to the conduct of its users.

User Account

You must sign up for a personalized account (“User Account”) with Taptiq™ in order to access the full range of features offered by the Taptiq™ Application and Services. In creating your User Account, you agree to submit accurate, current and complete information about yourself and keep such information updated. Taptiq™ reserves the right to suspend or terminate User Accounts which it suspects are used in contradiction to the Terms of Service and/or contain information that is untrue, inaccurate, not current or incomplete.

When you create your User Account, you will choose a personal, non-transferable password. User Accounts may not be “shared” or used by more than one individual. After you accept this Terms of Service and your User Account registration has been accepted by Taptiq™, your User Account will be established. You are solely responsible for any and all activities that occur under your User Account,

whether or not such use was authorized by you. Please read our Privacy Policy located at www.taptiq.com, which describes how Taptiq™ collects, uses, discloses, manages and stores your personally identifiable information (“Personal Information”). You agree and understand that you are responsible for maintaining the confidentiality of all user names and passwords associated with any User Account you use to access the Services. Additionally, you may not use anyone else’s User Account at any time, without the permission of such account holder. Taptiq™ is not liable for any harm caused or related to the theft or misappropriation of your user name, password, User Content, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. However, you could be held liable for losses incurred by Taptiq™, another user or any third party due to misappropriation and use of your User Account. If you become aware of any unauthorized use of your User Account, please notify Taptiq™ immediately at contact@taptiq.com.

User Content

User Account holders may upload pictures, data, information, and other material to be posted on and accessed through the Taptiq™ Application and Services (“User Content”). Certain information may be available to all users including users without User Accounts, such as information in your publicly-accessible account profile or publicly-viewable pictures you post (“Public Information”). Other information is only intended for particular users, such as personal communications between users (“Private Information”). Subject to this Terms of Service, your User Content may be used in any manner that has been authorized by you. You acknowledge and agree that Taptiq™ has no liability of any kind should users or third parties access to your User Content, whether Public Information or Private Information. Furthermore, User Content you submit, post, or display will be able to be viewed by other users of the Taptiq™ Application and Services and, potentially, through third party services and websites.

Taptiq™ does not own any User Content and will not monitor, edit, or disclose any information regarding you or your User Account, including any Private Information, without your prior permission except in accordance with this Terms of Service or Privacy Policy (<https://www.taptiq.com>). Taptiq™ also does not, as a matter of practice, review, inspect, edit or monitor any User Content posted, stored, or accessed by you or any other user of the Services. However, Taptiq™ reserves the right, solely upon its own discretion, to refuse, remove, or disable access to User Content that Taptiq™ learns may be illegal or may violate the terms of this Terms of Service, although it has no obligation to do so. Taptiq™ action or inaction to regulate content or conduct or to enforce against any potential violation of this Terms of Service by any user (or any other third party) does not waive Taptiq™ right to implement or not implement regulation or enforcement measures with respect to any subsequent or similar content, conduct, or potential Terms of Service violation.

Taptiq™ does not control, is not responsible for, and makes no representations or warranties with respect to any User Content. You are solely responsible for your access to, use of and/or reliance on any User Content. You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research, and due diligence with respect to any User Content. You are also responsible for any content that you post or transmit as well as all content posted or transmitted through or by use of your

Although you retain your rights to User Content you submit, post or display on or through the Taptiq™ Application and Services, by submitting, posting or displaying User Content on or through the Taptiq™ Application or Services, you grant Taptiq™ a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute the User Content in any and all media or distribution methods. This license allows Taptiq™ to make User Content available to third parties for publication, broadcast, or distribution, at no compensation to you. Furthermore, Taptiq™ may modify or adapt your content as are necessary at Taptiq™ sole discretion.

Content prohibited from the Taptiq™ Application, Website, and Services include but is not limited to: (1) illegal content; (2) content relating to the creation, advertising, distribution, or receipt of illegal goods or services; (3) offensive content (including, without limitation, defamatory, threatening, or pornographic content); (4) content that discloses another person's personal, confidential, or proprietary information; (5) fraudulent content; (6) malicious content such as malware or spyware; and (7) content that offers, promotes, advertises or provides links to unsolicited products or services.

Security of User Content

Taptiq™ will use all commercially reasonable efforts to restrict access to your User Content to authorized persons. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Although Taptiq™ strives to make sure that all data on the Website is secure, you hereby acknowledge and accept that it may be possible for an unauthorized third party to access, view, copy, modify and distribute your User Content.

In-App Currency, Contests, Sweepstakes, Auctions, and Promotions

Users may be eligible to receive Diamonds, an in-app virtual currency, by using the Services and sharing the Taptiq™ Application. Diamonds may be redeemed for VIP showrooms, brand discounts, and to promote User Content to move up the Taptiq™ fashion leaderboards. Diamonds, however, have no monetary value and may not be sold, traded, or transferred to other users or third parties.

From time to time, Taptiq™ may conduct promotions on or through the Services, including, without limitation, auctions, contests and sweepstakes which may be subject to additional terms and/or rules.

Guidelines for Communicating with Users

The Taptiq™ Application, Website and Services may allow you to communicate with other users. Discretion should be used when disclosing any information through these means, as it may be accessed by third parties. Use of any personally identifiable information, and your options regarding our use of this information, are subject to Taptiq's Privacy Policy posted on this Website.

Taptiq™ reserves the right to modify and/or delete any message submitted or sent by users, at its sole discretion, at any time and for any reason, including, but not limited to material which in Taptiq™ opinion:

- may constitute libel, defamation, invasion of privacy, or is obscene, pornographic, abusive, or threatening;
- may infringe any intellectual property or other right of any entity or person;
- may violate any applicable law or advocates illegal activity;
- advertises or otherwise solicits funds or is a solicitation for goods, services, advertisers or sponsors or otherwise engages in commercial activity;
- disrupts the normal flow of dialogue or otherwise acts in a way which affects the ability of other people to engage in real time activities via Taptiq™ websites;
- includes programs which may contain viruses, worms, trojan horses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication;
- violates any policy or regulation established from time to time regarding use of this Website or any networks connected to this Website; or
- contains links to other sites that contain the kind of content which falls within the descriptions set out above.

Technical Support

Taptiq™ provides technical support for users. In order to receive technical support from Taptiq™, the user seeking such support must request such support by contacting Taptiq™ at contact@taptiq.com. The user should describe the nature of the problem to be resolved as well as provide information about the user (name, address, etc). Taptiq™ will make reasonable efforts to respond to such requests in a timely manner. The user will cooperate with Taptiq™ when seeking technical support services by providing information necessary to assist Taptiq™ or requested by Taptiq™ while diagnosing or resolving the issue. Although Taptiq™ cannot guarantee that a technical support issue will be resolved, Taptiq™ will make reasonable efforts to perform technical support services in a professional manner.

Information and Materials Provided By You

All materials, documents, communications, or information submitted to, sent through, or stored on the Taptiq™ Application, Website, and Services by you will be subject to this Terms of Service and Privacy Policy (<https://www.taptiq.com>). The security of such information is very important to Taptiq™.

Term and Termination.

The term of this Terms of Service (“Term”) shall begin when you start using the Taptiq™ Application, Website or Services and shall continue in perpetuity unless otherwise terminated by Taptiq™ or you by written notice. Taptiq™ reserves the right to change, suspend or discontinue the Services or any portion thereof, at any time. Without prejudice to any other rights, this Terms of Service will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Terms of Service, you must immediately cease using this Website and the Services including without limitation any use of Taptiq™ trademarks, trade names, copyrights and other intellectual property.

UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE TAPTIQ APPLICATION, WEBSITE, OR SERVICES IN ANY WAY.

Links to Other Sites and Third Party Materials

The Taptiq™ Application, Website, and Services may include links to other websites and/or third party products and that are not under Taptiq™ control (collectively, “Third Party Materials”). Taptiq™ shall not be responsible in any way for such Third Party Materials. Taptiq™ provides such links only for the convenience of the users of the Taptiq™ Application, Website, and Services, and the inclusion of any link to any Third Party Materials does not imply endorsement by Taptiq™ of the content, products and/or services of such Third Party Materials. Notwithstanding any provision to the contrary herein, nothing in this Terms of Service shall be construed as to grant you any rights or licenses with regard to such Third Party Materials or to entitle you to use such Third Party Materials.

Intellectual Property

Copyright, trademark and all other proprietary rights in the Taptiq™ Application, Website, Services, and Content (including but not limited to software, services, audio, video, text and photographs) rest with Taptiq™ and/or its licensors. Unless otherwise specifically provided herein or authorized by Taptiq™ in writing, all rights in the Taptiq™ Application, Website, Services, and Content not expressly granted herein are reserved. You agree not to copy, republish, frame, make available for download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Content, Taptiq™ Application, Website, or Services.

Taptiq™ hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties referenced herein, including without limitation Third Party Material or otherwise provided on this Website are the properties of their respective owners. Taptiq™ disclaims any proprietary interests in the intellectual property rights other than their own.

Warranties and Disclaimers

ALL CONTENT AND/OR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TAPTIQ HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS WEBSITE, SERVICES OR THE CONTENT. TAPTIQ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE TAPTIQ APPLICATION, WEBSITE, SERVICES, OR CONTENT. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT MAY BE INTERCEPTED IN TRANSMISSION OR OTHERWISE. TAPTIQ DOES NOT WARRANT THAT THE TAPTIQ APPLICATION, WEBSITE, SERVICES, CONTENT, OR THE SERVERS WHICH MAKE THIS WEBSITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY TAPTIQ ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. Except as agreed by Taptiq™ in writing, contractors, agents, dealers or distributors of Taptiq™ or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.

THE USE OF THE TAPTIQ APPLICATION, WEBSITE, OR SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY PRODUCTS THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. TAPTIQ ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE WEBSITE OR IN CONNECTION WITH ANY SERVICES OR PRODUCTS OFFERED THROUGH THE WEBSITE. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TAPTIQ OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

The Taptiq™ Application, Website, and Services may contain references to specific Taptiq™ products and services that may not be available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country.

You understand and agree that by using the Taptiq™ Application, Website, and Services, you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Taptiq™ Application, Website, and Services at your own risk.

IN NO EVENT SHALL TAPTIQ OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE TAPTIQ APPLICATION, WEBSITE, OR SERVICES OR THE CONTENT, PRODUCTS, SERVICES, STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE TAPTIQ APPLICATION, WEBSITE, AND SERVICES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE WEBSITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF TAPTIQ HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST TAPTIQ PERTAINING TO OR IN CONNECTION WITH THE TAPTIQ APPLICATION, WEBSITE, AND SERVICES MUST BE COMMENCED AND NOTIFIED TO TAPTIQ IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

Some jurisdictions do not allow the exclusion of implied warranties or limitations, so the above limitations may not apply to you.

Your Warranties

YOU HEREBY WARRANT THAT: (i) ALL INFORMATION PROVIDED BY YOU TO TAPTIQ IN CONNECTION WITH THE TAPTIQ APPLICATION AND THE SERVICES IS TRUE, ACCURATE, CORRECT, AND UP TO DATE; (ii) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS OF SERVICE; (iii) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH TAPTIQ; (iv) YOU WILL SEEK ALL NECESSARY GOVERNMENTAL APPROVALS REQUIRED TO EFFECTUATE THIS TERMS OF SERVICE; (v) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THIS TERMS OF SERVICE IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS; AND (vi) YOUR EDITORIAL, TEXT, GRAPHIC, AUDIOVISUAL, AND OTHER CONTENT THAT IS AVAILABLE TO USERS OF THIS WEBSITE AND THAT IS NOT PROVIDED BY TAPTIQ DO NOT (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATIONS, OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.

Any and all items sent, received, downloaded, or purchased from the Taptiq™ Application, Website, and Services may be subject to United States export controls. Thus, no product may be exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Taptiq™ Application, Website, and Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Feedback

You may from time to time provide suggestions, comments or other feedback to Taptiq™ with respect to any product, material, software or information provided by Taptiq™ (hereinafter "Feedback"). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Taptiq™. Taptiq™ will not disclose the source of any feedback without notice to the providing party. However, Taptiq™ shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however,

affect either party's obligations hereunder with respect to the information protected pursuant to Taptiq™ Privacy Policy posted on this Website.

Notice and Procedure for Making Claims of Copyright Infringement

It is Taptiq™ policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Taptiq™ Copyright Agent with the written information specified below. (Please note that this procedure is exclusively for notifying Taptiq™ and its affiliates that your copyrighted material has _____ been _____ infringed.)

- An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on this Website;
- Your address, telephone number, and e-mail address;
- 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;
- 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.

Taptiq™ Copyright Agent for notice of claims of copyright infringement on this Website can be reached as follows:

Name: Sergei Dubograev

Address: 700 N Fairfax St, Alexandria, VA 22314

E-mail: contact@taptiq.com

Unlawful or Prohibited Use

You may not use the Taptiq™ Application, Website, or Services for any purpose that is unlawful, prohibited by this Terms of Service, or in any way interferes or attempts to interfere with the proper working of the Taptiq™ Application, Website, or Services. You may not use the Taptiq™ Application, Website, or Services in any manner that could damage, disable, overburden, or impair the Taptiq™ Application, Website, or Services, or that interferes with any third party's use and enjoyment of the Taptiq™ Application, Website, or Services. You agree that you will not use any third-party software that intercepts, "mines", or otherwise collects information from or through the Taptiq™ Application, Website, or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Taptiq™ to all users of the Taptiq™ Application, Website,

or Services. You shall not institute, assist, or become involved in an attack upon any Taptiq™ server or otherwise attempt to disrupt the Taptiq™ servers. ANY ATTEMPT BY YOU TO DAMAGE TAPTIQ'S SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF TAPTIQ IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, TAPTIQ RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You hereby agree to indemnify and hold harmless Taptiq™, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of this Terms of Service.

Privacy

Taptiq™ respects your privacy and the use and protection of your personal information. Please see our Privacy Policy for important information and disclosures relating to the collection and use of your personal information in connection with your use of this Website.

Linking to this Website

Linking to this Website is permitted provided that you comply with the following rules. You may link to the home page of this Website or to any other page of this Website. However, you are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Taptiq™ endorses or sponsors the linker or its website, products or services. You must not use Taptiq™ intellectual property including but not limited to trademarks, trade names, copyrights without advance written permission from Taptiq™. Furthermore, you agree to remove the link at any time upon Taptiq™ request.

Ending Your Relationship with Taptiq™

This Terms of Service will continue to apply until terminated by either you or Taptiq™ as set out above. If you want to terminate this legal agreement with Taptiq™ (i.e. this Terms of Service), you may do so by notifying Taptiq™ at any time in writing at contact@taptiq.com. Taptiq™ reserves the right to terminate this Terms of Service with you at its own discretion at any time, upon notice, and without any liability to Taptiq™ whatsoever.

You are solely responsible for cancelling your User Account, which you may do by contacting Taptiq™ at contact@taptiq.com.

Assignment

Taptiq™ may assign or delegate this Terms of Service, in whole or in part, to any person or entity at any time with or without your consent. You, however, may not assign or delegate any rights or obligations under this Terms of Service without Taptiq™ prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

Service Access

If the Taptiq™ Application, Website, and Services are not available for any period or any time, Taptiq™ shall not be liable. Taptiq™ gives no warranties as to the accessibility, performance, or availability of the Taptiq™ Application, Website, or Services. Temporary suspension of access to the Taptiq™ Application, Website, and Services may occur without notice at our discretion including without limitation in the case of repair, maintenance, system failure, or for reasons beyond our control. Taptiq™ reserves the right to suspend the operation of the Taptiq™ Application, Website, or Services. You agree that neither Taptiq™ nor its third party providers will be liable to you in any way for the termination, suspension, interruption, delay of any of the services and products on this Website.

Force Majeure

Taptiq™ will not be liable for any nonperformance, delay, error, data loss or other loss caused by any events or conditions that are beyond the reasonable control of Taptiq™.

Agreement to Deal Electronically

All transactions with or through the Taptiq™ Application, Website, or Services may, at Taptiq™ option, be conducted and executed electronically. We may keep records of any type of communication conducted via the Taptiq™ Application, Website, or Services. All electronic records are deemed sent when they are properly addressed to the recipient and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

Injunctive Relief

You acknowledge and agree that any violation or breach of this Terms of Service may cause Taptiq™ immediate and irreparable harm and damages. As a result, Taptiq™ has the right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or breach of this Terms

of Service. In addition to any and all other remedies available to Taptiq™ in law or in equity, Taptiq™ may seek specific performance of any term in this Terms of Service.

Severability

This Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Terms of Service are held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement. Governing Law

This Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. In the event of a dispute relating to this Agreement, suit may be brought only in the United States District Court for the Eastern District of Virginia, Alexandria Division, provided that, in the event that suit may not be brought in the United States District Court for the Eastern District of Virginia, Alexandria Division, suit may be brought in any court of competent jurisdiction in the Commonwealth of Virginia, provided that such exclusivity does not apply to legal actions initiated or brought by Taptiq™. The Parties further agree to submit to the personal jurisdiction of any court in the Commonwealth of Virginia for purpose of adjudicating any dispute relating to this Agreement and Parties agree to accept service of process in connection with any such suit. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Taptiq™ does not bear any responsibility nor assumes any risks if by any reason a product or a service made available on this Website breaches national law of any country. Those who access the Taptiq™ Application, Website, or Services do so at their own initiative and are responsible for compliance with their national laws. Questions may be submitted at <https://www.taptiq.com>.

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