

PRIVACY POLICY GETPETPORTER.COM

Version Date: November 29, 2019

GENERAL

PETPORTER ("Company" or "we" or "us" or "our") respects the privacy of its users ("user" or "you") that use our website located at GETPETPORTER.COM, including other media forms, media channels, mobile website or mobile application related or connected thereto (collectively, the "Website"). The following Company privacy policy ("Privacy Policy") is designed to inform you, as a user of the Website, about the types of information that Company may gather about or collect from you in connection with your use of the Website. It also is intended to explain the conditions under which Company uses and discloses that information, and your rights in relation to that information. Changes to this Privacy Policy are discussed at the end of this document. Each time you use the Website, however, the current version of this Privacy Policy will apply. Accordingly, each time you use the Website you should check the date of this Privacy Policy (which appears at the beginning of this document) and review any changes since the last time you used the Website.

The Website is hosted in the United States of America and is subject to U.S. state and federal law. If you are accessing our Website from other jurisdictions, please be advised that you are transferring your personal information to us in the United States, and by using our Website, you consent to that transfer and use of your personal information in accordance with this Privacy Policy. You also agree to abide by the applicable laws of applicable states and U.S. federal law concerning your use of the Website and your agreements with us. Any persons accessing our Website from any jurisdiction with laws or regulations governing the use of the Internet, including personal data collection, use and disclosure, different from those of the jurisdictions mentioned above may only use the Website in a manner lawful in their jurisdiction. If your use of the Website would be unlawful in your jurisdiction, please do not use the Website.

BY USING OR ACCESSING THE WEBSITE, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY.

GATHERING, USE AND DISCLOSURE OF NON-PERSONALLY-IDENTIFYING INFORMATION

Users of the Website Generally

"Non-Personally-Identifying Information" is information that, without the aid of additional information, cannot be directly associated with a specific person. "Personally-Identifying Information," by contrast, is information such as a name or email address that, without more, can be directly associated with a specific person. Like most website operators, Company gathers from users of the Website Non-Personally-Identifying Information of the sort that Web browsers, depending on their settings, may make available. That information includes the user's Internet Protocol (IP) address, operating system, browser type and the locations of the websites the user views right before arriving at, while navigating and immediately after leaving the Website. Although such information is not Personally-Identifying Information, it may be possible for Company to determine from an IP address a user's Internet service provider and the

geographic location of the visitor's point of connectivity as well as other statistical usage data. Company analyzes Non-Personally-Identifying Information gathered from users of the Website to help Company better understand how the Website is being used. By identifying patterns and trends in usage, Company is able to better design the Website to improve users' experiences, both in terms of content and ease of use. From time to time, Company may also release the Non-Personally-Identifying Information gathered from Website users in the aggregate, such as by publishing a report on trends in the usage of the Website.

Web Cookies

A "Web Cookie" is a string of information which assigns you a unique identification that a website stores on a user's computer, and that the user's browser provides to the website each time the user submits a query to the website. We use cookies on the Website to keep track of services you have used, to record registration information regarding your login name and password, to record your user preferences, to keep you logged into the Website and to facilitate purchase procedures. Company also uses Web Cookies to track the pages that users visit during each Website session, both to help Company improve users' experiences and to help Company understand how the Website is being used. As with other Non-Personally-Identifying Information gathered from users of the Website, Company analyzes and discloses in aggregated form information gathered using Web Cookies, so as to help Company, its partners and others better understand how the Website is being used. COMPANY USERS WHO DO NOT WISH TO HAVE WEB COOKIES PLACED ON THEIR COMPUTERS SHOULD SET THEIR BROWSERS TO REFUSE WEB COOKIES BEFORE ACCESSING THE WEBSITE, WITH THE UNDERSTANDING THAT CERTAIN FEATURES OF THE WEBSITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF WEB COOKIES. WEBSITE USERS WHO REFUSE WEB COOKIES ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY.

Web Beacons

A "Web Beacon" is an object that is embedded in a web page or email that is usually invisible to the user and allows website operators to check whether a user has viewed a particular web page or an email. Company may use Web Beacons on the Website and in emails to count users who have visited particular pages, viewed emails and to deliver co-branded services. Web Beacons are not used to access users' Personally-Identifying Information. They are a technique Company may use to compile aggregated statistics about Website usage. Web Beacons collect only a limited set of information, including a Web Cookie number, time and date of a page or email view and a description of the page or email on which the Web Beacon resides. You may not decline Web Beacons. However, they can be rendered ineffective by declining all Web Cookies or modifying your browser setting to notify you each time a Web Cookie is tendered, permitting you to accept or decline Web Cookies on an individual basis.

Analytics

We may use third-party vendors, including Google, who use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize and serve ads based on your past activity on the Website, including Google Analytics for Display Advertising. The information collected may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. If you do not want any information to be collected and used by Google Analytics, you can install an opt-out in your web browser (<https://tools.google.com/dlpage/gaoptout/>) and/or opt out from Google Analytics for Display Advertising or the Google Display Network by using Google's Ads Settings (www.google.com/settings/ads).

Aggregated and Non-Personally-Identifying Information

We may share aggregated and Non-Personally Identifying Information we collect under any of the above circumstances. We may also share it with third parties and our affiliate companies to develop and deliver targeted advertising on the Website and on websites of third parties. We may combine Non-Personally Identifying Information we collect with additional Non-Personally Identifying Information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to the Website and the most popular features or services accessed. This information does not contain any Personally-Identifying Information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

Mobile Device Additional Terms

- **Mobile Device.** If you use a mobile device to access the Website or download any of our applications, we may collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.
- **Geo-Location Information.** Unless we have received your prior consent, we do not access or track any location-based information from your mobile device at any time while downloading or using our mobile application or our services, except that it may be possible for Company to determine from an IP address the geographic location of your point of connectivity, in which case we may gather and use such general location data.
- **Push Notifications.** We send you push notifications if you choose to receive them, letting you know when someone has sent you a message or for other service-related matters. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.
- **Mobile Analytics.** We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information, such as how often you use the application, the events that occur within the application, aggregated usage, performance data and where the application was downloaded from. We do not link the information we store within the analytics software to any Personally-Identifying Information you submit within the mobile application.

SOCIAL MEDIA

We may provide you the option to connect your account on the Website to your account on some social networking sites for the purpose of logging in, uploading information or enabling certain features on the Website. When logging in using your social network credentials, we may collect the Personally-Identifying Information you have made publicly available on the social networking site, such as your name, profile picture, cover photo, username, gender, friends network, age range, locale, friend list and any other information you have made public. Once connected, other users may also be able to see information about your social network, such as the size of your network and your friends, including common friends. By connecting your account on the Website to your account on any social networking site, you hereby consent to the continuous release of information about you to us. We will not send any of your account

Company will disclose Personally-Identifying Information under the following circumstances:

- **By Law or to Protect Rights.** When we believe disclosure is appropriate, we may disclose Personally-Identifying Information in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of Company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; to enforce our Terms of Use or other agreements or policies, in response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- **Marketing Communications.** Unless users opt-out from receiving Company marketing materials upon registration, Company may email users about products and services that Company believes may be of interest to them. If you wish to opt-out of receiving marketing materials from Company, you may do so by following the unsubscribe link in the email communications, by going to your account settings (if applicable) or contacting us using the contact information below.
- **Third-Party Service Providers.** We may share your Personally-Identifying Information, which may include your name and contact information (including email address) with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, supporting the Website's functionality and supporting contests, sweepstakes, surveys and other features offered through the Website. We may also share your name, contact information and credit card information with our authorized service providers who process credit card payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.
- **Business Transfers; Bankruptcy.** Company reserves the right to transfer all Personally-Identifying Information in its possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale of all or a portion of Company's assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred Personally-Identifying Information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and are given an opportunity to affirmatively opt-out of it. Personally-Identifying Information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

Changing Personally-Identifying Information; Account Termination

You may at any time review or change your Personally-Identifying Information by going to your account settings (if applicable) or contacting us using the contact information below. Upon your request, we will deactivate or delete your account and contact information from our active databases. Such information will be deactivated or deleted as soon as practicable based on your account activity and accordance with our deactivation policy and applicable law. To make this request, either go to your account settings (if applicable) or contact us as provided below. We will retain in our files some Personally-Identifying Information to prevent fraud, to troubleshoot problems, to assist with any investigations, to enforce our Terms of Use and to comply with legal requirements as is permitted by law. Therefore, you should not

expect that all your Personally-Identifying Information will be completely removed from our databases in response to your requests. Additionally, we keep a history of changed information to investigate suspected fraud with your account.

General Use

Company uses the Personally-Identifying Information in the file we maintain about you, and other information we obtain from your current and past activities on the Website (1) to deliver the products and services that you have requested; (2) to manage your account and provide you with customer support; (3) to communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us, our affiliate companies or other third parties; (4) to develop and display content and advertising tailored to your interests on the Website and other sites; (5) to resolve disputes and troubleshoot problems; (6) to measure consumer interest in our services; (7) to inform you of updates; (8) to customize your experience; (9) to detect and protect us against error, fraud and other criminal activity; (10) to enforce our Terms of Use; and (11) to do as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems. In particular, we may examine your Personally-Identifying Information to identify users using multiple user IDs or aliases. We may compare and review your Personally-Identifying Information for accuracy and to detect errors and omissions. We may use financial information or payment method to process payment for any purchases made on the Website, enroll you in the discount, rebate, and other programs in which you elect to participate, to protect against or identify possible fraudulent transactions and otherwise as needed to manage our business.

COLLECTION AND USE OF INFORMATION BY THIRD PARTIES GENERALLY

Company contractually prohibits its contractors, affiliates, vendors and suppliers from disclosing Personally-Identifying Information received from Company, other than in accordance with this Privacy Policy. However, third parties are under no obligation to comply with this Privacy Policy with respect to Personally-Identifying Information that users provide directly to those third parties, or that those third parties collect for themselves. These third parties include advertisers, providers of games, utilities, widgets and a variety of other third-party applications accessible through the Website. Company neither owns nor controls the third-party websites and applications accessible through the Website. Thus, this Privacy Policy does not apply to information provided to or gathered by the third parties that operate them. Before visiting a third party, or using a third-party application, whether by means of a link on the Website, directly through the Website or otherwise, and before providing any Personally-Identifying Information to any such third party, users should inform themselves of the privacy policies and practices (if any) of the third party responsible for that website or application, and should take those steps necessary to, in those users' discretion, protect their privacy.

SECURITY

We take the security of your Personally-Identifying Information seriously and use reasonable electronic, personnel and physical measures to protect it from loss, theft, alteration or misuse. However, please be advised that even the best security measures cannot fully eliminate all risks. We cannot guarantee that only authorized persons will view your information. We are not responsible for third-party circumvention of any privacy settings or security measures.

We are dedicated to protect all information on the Website as is necessary. However, you are responsible for maintaining the confidentiality of your Personally-Identifying Information by keeping your password

confidential. You should change your password immediately if you believe someone has gained unauthorized access to it or your account. If you lose control of your account, you should notify us immediately.

PRIVACY POLICY CHANGES

Company may, in its sole discretion, change this Privacy Policy from time to time. Any and all changes to Company's Privacy Policy will be reflected on this page and the date new versions are posted will be stated at the top of this Privacy Policy. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. Users should regularly check this page for any changes to this Privacy Policy. Company will always post new versions of the Privacy Policy on the Website. However, Company may, as determined in its discretion, decide to notify users of changes made to this Privacy Policy via email or otherwise. Accordingly, it is important that users always maintain and update their contact information.

CHILDREN

The Children's Online Privacy Protection Act ("COPPA") protects the online privacy of children under 13 years of age. We do not knowingly collect or maintain Personally-Identifying Information from anyone under the age of 13, unless or except as permitted by law. Any person who provides Personally-Identifying Information through the Website represents to us that he or she is 13 years of age or older. If we learn that Personally-Identifying Information has been collected from a user under 13 years of age on or through the Website, then we will take the appropriate steps to cause this information to be deleted. If you are the parent or legal guardian of a child under 13 who has become a member of the Website or has otherwise transferred Personally-Identifying Information to the Website, please contact Company using our contact information below to have that child's account terminated and information deleted.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about the Personally-Identifying Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of the Personally-Identifying Information that was shared and the names and addresses of all third parties with which we shared Personally-Identifying Information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to our privacy officer as listed below.

DO-NOT-TRACK POLICY

Most web browsers and some mobile operating systems include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. Because there is not yet a common understanding of how to interpret the DNT signal, the Website currently does not respond to DNT browser signals or mechanisms.

CONTACT

If you have any questions regarding our Privacy Policy, please contact our Privacy Officer at:

GENERAL INSTRUCTION

WHAT IS A PRIVACY POLICY?

A Privacy Policy is a document or statement that describes how a company gathers, uses, manages, and releases the information of customers or visitors to its website. By accessing the company's website, users accept to have to having their information collected and disclosed in accordance with the company's Privacy Policy.

WHAT SHOULD BE INCLUDED?

A simple Privacy Policy will identify the following basic elements:

- **Company:** The name of the company that owns the website collecting information from its users.
- **Website:** The URL address of the company's website that the user will be browsing and accessing.
- **User's Information:** A description of the type of information that the website collects and discloses.
- **Collection, Use, and Disclosure:** What information the company will collect, how they will collect and use the information, and when and to whom they will disclose the information.

WHEN IS IT NEEDED?

While there is no federal law in the United States requiring that websites establish a Privacy Policy, many states and most other countries do require a website that collects and stores any personal information from its users to have one.

In the United States, the Federal Trade Commission (FTC) regulates laws and policies regarding the privacy practices of businesses and the protection of their customers' personal information. The FTC also helps to enforce federal laws concerning the privacy of customers' information, including the following:

- Fair Credit Reporting Act (FCRA), which limits how companies can obtain and use a customer's credit and background reports.
- Gramm-Leach-Bliley Act, which requires financial institutions to clearly explain their

- information sharing practices and also restricts the sharing and use of specific financial information.
- Health Insurance Portability and Accountability Act (HIPAA) created a "Privacy Rule" that establishes a national set of standards of how health care service providers can use an individual's protected health information.
- Children's Online Privacy Protection Act (COPPA), requires websites that target and/or collect information from children under the age of 13 to post a Privacy Policy that complies with the COPPA requirements, and also implements certain parental notice and consent requirements.

Even if your company or website is not in a jurisdiction that requires a privacy policy, the reach of your website may subject it to the laws of other states and countries. For example, California, has enacted the California Online Privacy Protection Act of 2003 (CALOPPA) which requires any website collecting personal information to have a Privacy Policy posted on its website that is easily accessible to its users. Even if your website is not run from California, CALOPPA applies to any website that collects personal information from a California resident. Therefore it is likely that your website will be subject to the CALOPPA regulations.

The European Union has more established laws regarding privacy protection, including the Data Protection Directive (95/46/EC) and the E-Privacy Directive (2002/58/EC). These directives state that personal information of European Union residents can only be transferred to countries outside of the European Union that have policies with an adequate level of protection.

Therefore, if you are a website that gathers, stores, or uses personal information and data from clients and users, you should have a Privacy Policy for your website. You also need to make sure that you adhere to the promises and disclosures set forth in that policy.

OTHER NAMES

A Privacy Policy may also be called: Privacy Statement, Internet Privacy Policy, Website Privacy Policy, Privacy Notice, Privacy Page, Privacy Information Policy

TERMS OF USE PETPORTER.COM

Version Date: November 29, 2019

TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("user" or "you") and PetPorter and its affiliated companies (collectively, "Company" or "we" or "us" or "our"), concerning your access to and use of the getpetporter.com website as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the "Website"). The Website provides the following service: Pet Transportation ("Company Services"). Supplemental terms and conditions or documents that may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.

Company makes no representation that the Website is appropriate or available in other locations other than where it is operated by Company. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website 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.

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 Website. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Website. Persons under the age of 13 are not permitted to register for the Website or use the Company Services.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE WEBSITE.

PURCHASES; PAYMENT

Company bills you through an online billing account for purchases of products and/or services. You agree to pay Company all charges at the prices then in effect for the products you or other persons using your billing account may purchase, and you authorize Company to charge your chosen payment provider for

any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Company. Company may change prices at any time. All payments shall be in U.S. dollars.

REFUND POLICY

All sales are final and no refunds shall be issued.

USER REPRESENTATIONS

Regarding Your Registration

By using the Company Services, you represent and warrant that:

- A. all registration information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you will keep your password confidential and will be responsible for all use of your password and account;
- D. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Website; and
- E. your use of the Company Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

We reserve the right to remove or reclaim or change a user name you select if we determine appropriate in our discretion, such as when the user name is obscene or otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

MOBILE APPLICATION LICENSE

Use License

If you are accessing the Company Services via a mobile application, then Company grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in

accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Company or other intellectual property of Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Company Services. You acknowledge that this Agreement is concluded between you and Company only, and not with Apple Inc. or Google, Inc. (each an "App Distributor"), and Company, not an App Distributor, is solely responsible for the Company application and the content thereof. (1) SCOPE OF LICENSE: The license granted to you for the Company application is limited to a non-transferable license to use the Company application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service. (2) MAINTENANCE AND SUPPORT: Company is solely responsible for providing any maintenance and support services with respect to the Company application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Company application. (3) WARRANTY: Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Company application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Company application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Company application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company's sole responsibility. (4) PRODUCT CLAIMS: You acknowledge that Company, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Company application or your possession and/or use of the Company application, including, but not limited to: (i) product liability claims; (ii) any claim that the Company application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (5) INTELLECTUAL PROPERTY RIGHTS: You acknowledge that, in the event of any third party claim that the Company application or your possession and use of the Company application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (6) LEGAL COMPLIANCE:

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. (7) THIRD PARTY TERMS OF AGREEMENT: You must comply with applicable third party terms of agreement when using the Company application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Company application. (8) THIRD PARTY BENEFICIARY: Company and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

SOCIAL MEDIA

As part of the functionality of the Website, you may link your account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Website; or (ii) allowing Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Company and/or grant Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third party service providers. By granting Company access to any Third Party Accounts, you understand that (i) Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "Social Network Content") so that it is available on and through the Website via your account, including without limitation any friend lists, and (ii) Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Website. Please note that if a Third Party Account or associated service becomes unavailable or Company's access to such Third Party Account is terminated by the third party service provider, then Social Network Content may no longer be available on and through the Website. You will have the ability to disable the connection between your account on the Website and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Company makes no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Company is not responsible for any Social Network Content. You acknowledge and agree that Company may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Website. At your request made via email to our email address listed below, or through your account settings (if applicable), Company will deactivate the connection between the Website and your Third Party Account and delete any information stored on

Company's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Services ("Submissions") provided by you to Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

PROHIBITED ACTIVITIES

You may not access or use the Website for any other purpose other than that for which Company makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Company. Prohibited activity includes, but is not limited to:

- A. attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website
- B. attempting to impersonate another user or person or using the username of another user
- C. criminal or tortious activity
- D. deleting the copyright or other proprietary rights notice from any Website content
- E. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools
- F. except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Website, or using or launching any unauthorized script or other software
- G. harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to you
- H. interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website
- I. making any unauthorized use of the Company Services, 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
- J. selling or otherwise transferring your profile
- K. systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company
- L. tricking, defrauding or misleading Company and other users, especially in any attempt to learn sensitive account information such as passwords
- M. using any information obtained from the Website in order to harass, abuse, or harm another person
- N. using the Company Services as part of any effort to compete with Company or to provide services as a service bureau

O. using the Website in a manner inconsistent with any and all applicable laws and regulations

INTELLECTUAL PROPERTY RIGHTS

The content on the Website ("Company Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Company, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Company Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Company in the United States and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.

THIRD PARTY WEBSITES AND CONTENT

The Website contains (or you may be sent through the Website or the Company Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Company takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

SITE MANAGEMENT

Company reserves the right but does not have the obligation to:

- A. monitor the Website for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;
- C. in Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Company policy;
- D. in Company's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems;
- E. otherwise manage the Website in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Website.

PRIVACY POLICY

We care about the privacy of our users. Please review the Company Privacy Policy. By using the Website or Company Services, you are consenting to have your personal data transferred to and processed in the United States. By using the Website or the Company Services, you are consenting to the terms of our Privacy Policy.

TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE COMPANY SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN COMPANY'S SOLE DISCRETION.

In order to protect the integrity of the Website and Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF COMPANY'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A COMPANY CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Company terminates or suspends 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, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS

To Agreement

Company may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Company Services after any such modification becomes effective. Company may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

To Services

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

DISPUTES

Between Users

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute

with one or more other users, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

With Company

A. Governing Law; Jurisdiction. This Agreement and all aspects of the Website and Company Services shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Mecklenburg County, State of North Carolina, and you 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 is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website or Company Services be instituted more than two (2) years after the cause of action arose.

B. Informal Resolution. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

C. Binding Arbitration. If you and Company are unable to resolve a Dispute through informal negotiations, either you or Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT 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. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. 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. If such costs are determined by the arbitrator to be excessive, Company will pay all arbitration fees and expenses. 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 a 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 Mecklenburg County, State of North Carolina. Except as otherwise provided in this Agreement, you

and Company 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.

D. Restrictions. You and Company agree that any arbitration shall be limited to the Dispute between Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) 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.

E. Exceptions to Informal Negotiations and Arbitration. You and Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Company will elect to arbitrate any Dispute falling within that portion of this Section 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 you and Company agree to submit to the personal jurisdiction of that court.

CORRECTIONS

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

DISCLAIMERS

Company cannot control the nature of all of the content available on the Website. By operating the Website, Company does not represent or imply that Company endorses any blogs, contributions or other content available on or linked to by the Website, including without limitation content hosted on third party websites or provided by third party applications, or that Company believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any contributions. The Company is not responsible for the conduct, whether online or offline, of any user of the Website or Company Services.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND COMPANY SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE COMPANY SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO

LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR COMPANY SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) 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 WEBSITE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL COMPANY OR ITS 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 WEBSITE OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S 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 COMPANY FOR THE COMPANY SERVICES DURING THE PERIOD OF 30 DAYS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNITY

You agree to defend, indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless 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 your contributed content, use of the Company Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with Company's defense of such claims. Company 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.

NOTICES

Except as explicitly stated otherwise, any notices given to Company shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

USER DATA

Our Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Company arising from any such loss or corruption of such data.

ELECTRONIC CONTRACTING

Your use of the Company Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE COMPANY SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

ELECTRONIC SIGNATURES

Users are allowed on petporter.com to transmit and receive valid electronic signatures in the United States under the Electronic Signatures in Global and National Commerce Act (E-Sign Act) of 2000 and the Uniform Electronic Transactions Act (UETA) of 1999 as adopted by individual states. Users' signatures and identities are not authenticated on petporter.com.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Company regarding the use of the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement 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 Company as a result of this Agreement or use of the Website and Company Services. Upon Company's request, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Company by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

CONTACT US

In order to resolve a complaint regarding the Company Services or to receive further information regarding use of the Company Services, please contact Company as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

PetPorter
2800 North Tryon Street
Charlotte, NC 28206
Email: Mickey@qcrecycling.com
Phone: 7043638589

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made as of this 29 day of November, 2019, (the "Effective Date") by and between PetPorter located at 2800 North Tryon Street, Charlotte, NC 28206 ("Client") and _____ located at _____, NC _____ ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide the following services to Client (the "Services"): Pick Up and Drop off of PetPorter clients and animals.. In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. Inconsideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor _____ after the independent contractor completes the services.

3. Expenses. All costs and expenses incurred by Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor.

4. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on November 29, 2019. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client under this Agreement shall terminate upon the completion by Independent Contractor of the Services. At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

6. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are

the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

7. Insurance. For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement.

8. Non-Solicit. Independent Contractor agrees and covenants that for a period of thirty (30) months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

11. Indemnification. The Independent Contractor shall indemnify and hold harmless Client from any damages, claims, liabilities, loss and expenses, including reasonable attorney's fees, arising out of any act or omission of Independent Contractor in performing the Services or the breach of any provision of this Agreement by Independent Contractor.

12. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of North Carolina, without regarding its conflicts of law provisions.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

17. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

18. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

19. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

20. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

21. Severability. If any provision of this Agreement is held to be invalid; illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Client Signature

PetPorter
Client Full Name

Independent Contractor Signature

Independent Contractor Full Name