

## Terms of Use

### Welcome to TAPP®

Our mission at TAPP® is to empower your creativity and to bring you closer to the people and things you love, in a private, positive, and genuine space.

We are thrilled to provide you with a platform where you can discover and share moments and things that truly matter to you and your community.

These Terms of Use (“Terms”) govern your use of TAPP®, except where we expressly state that separate terms (and not these) apply, and provide information about the TAPP® Service (the “Service”), outlined below.

When you create a TAPP® account or use TAPP®, you agree to these Terms. Of course, if you do not agree with them, then do not use TAPP®.

The Service is provided to you by TAPP Inc. These Terms of Use form a legally binding agreement between you and TAPP Inc. **So please read them carefully.**

These Terms apply if you live in the United States or if your principal place of your business is in the United States.

**ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW. PLEASE READ IT CAREFULLY.**

### The TAPP® Service

We agree to provide you with the TAPP® Service. The Service includes all of the TAPP® products, features, applications, services, technologies, and software that we provide to advance our mission.

The Service has been designed to help you connect privately with your inner circle of friends, family, and people you trust, so that you may chat, share, and discover more authentically with greater alignment and positivity. For example, the chat feature, can not be accessed by us or other third parties because they are always end-to-end encrypted, private, and secure.

The Platform is made up of the following aspects:

- **Offering personalized opportunities to create, connect, communicate, discover and share.** We offer you different types of accounts and features to help you create, share, and communicate with your friends, family and other people that you know and trust in real life, on and off TAPP®. We also want to align and strengthen relationships through shared experiences that you and others care about in a positive way. So we design and build systems to let you select who you’d like to share these experiences with, either individually or within groups. Of course, if you’d like to keep certain things private, as a reminder or memory, you may select ‘me only’ as your option.

- **Fostering a private, positive and safe environment.** We develop tools for all our users that make their experiences private, positive and safe. We also have a team and a system that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have, including your information, to try to keep our platform secure. We also may share information about misuse and harmful content with law enforcement.
- **Developing and using technologies that help us consistently serve our platform.** Organizing and analyzing information for our growing platform is central to TAPP®. We design, create and use cutting-edge technologies that help us personalize, protect, and improve TAPP®. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across TAPP®. Automated technologies also help us ensure the functionality and integrity of TAPP®.

## The Privacy Policy

Providing our Service requires collecting and using your information. The [Privacy Policy](#) explains how we collect, use, and share information on TAPP®. It also explains the many ways you can control your information. You must agree to the Privacy Policy to use TAPP®.

## Your Commitments

In return for our commitment to provide the Service, we require you make the below commitments to us.

1. **Who Can Use TAPP®.** We want the Service to be safe, secure, and in accordance with the law. No one under 13 years old is allowed to create an account or use the Service. You must be at least 13 years old. If you are under 18 years old, you may only use TAPP® with the prior consent of your parent or legal guardian. Please be sure that your parent or legal guardian has reviewed and discussed these Terms with you before you start using the Service. **So please read all terms carefully.** By using the Service, you represent, warrant, and agree that:
  - You can form a binding contract with TAPP Inc.;
  - You are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—including, for example, that you do not appear on the U.S. Treasury Department’s list of Special Designated Nationals or face any other similar prohibition;
  - You are not a convicted sex offender; and
  - You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Service on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to “you” and “your” in these Terms will mean both you as the end user and that business or entity).

## 2. How You Can't Use the Services.

- **You can't impersonate others or provide inaccurate information.** You must provide us with accurate and up to date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.
- **You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.**
- **You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular our [Community Guidelines](#).**
- **You can't do anything to interfere with or impair the intended operation of the Services.** This includes misusing any reporting, dispute, or appeals channel, such as making fraudulent or groundless reports or appeals.
- **You can't attempt to create accounts or access or collect information. In unauthorized ways.** This includes creating accounts or collecting information in an automated way without our express permission.
- **You can't use a user name that is otherwise offensive, vulgar or obscene or otherwise unlawful.**
- **You can't sell, license, or purchase any account or data obtained from us or our Services.** This includes attempts to buy sell or transfer any aspect of your account (including your user name); solicit, collect, or use login credentials or badges of other users; or request or collect TAPP® user names, passwords, or misappropriate invite links or access tokens.
- **You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods).** You may use someone else's work under express exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights.
- **You can't modify, translate, create derivative works of, or reverse engineer our products or their components.**
- **You can't use a domain name or URL in your user name without our prior written consent.**

## 3. Permissions You Give to Us.

As part of agreement, you give us permissions that we need to proceed the Services.

- **We do not claim ownership of your content, but you grant us a license to use it.** Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Services and you are free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a "license") to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with the Service, you hereby grant to us a non-exclusive, royalty-

free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review the [Data Policy](#).

- **Permission to use your user name, profile picture, and information about your relationships and actions with accounts.** You give us permission to show your user name, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts that you follow or engage with that are displayed on our Service, without any compensation to you.
- **You agree that we can download and install updates to the Services on your device.**

## Additional Rights We Retain

- If you select a user name or similar identifier for your account we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our [Brand Guidelines](#) or with our prior written permission.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

## Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our [Community Guidelines](#)), or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your access to the Service immediately to protect our community and Service, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our [Community Guidelines](#)), if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law. We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe your account has been terminated in error, or you want to disable or permanently delete your account. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our Data Policy. After

the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:
  - where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
  - where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
  - Where deletion would restrict our ability to:
    - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
    - protect the safety and security of our products, system, and users;
    - comply with legal obligation, such as the preservation of evidence; or
    - comply with a request of a judicial or administrative authority, law enforcement, or government agency;
  - In which case, the content will be retained for no longer than its necessary for the purpose for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

## **Our Agreement and What Happens if We Disagree**

Our Agreement.

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under This Agreement.

- Our past, present, and future affiliates and agents, including TAPP Inc., can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligation under this agreement without our consent.
- Our rights and obligation can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.
- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

#### How We Will Handle Disputes.

- Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or TAPP® ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted;** you and we may bring a claim only on your own behalf and cannot seek relief that would affect other TAPP® users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.
- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. **You and we expressly waive a trial by jury.**
- The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

## **This arbitration provision by the Federal Arbitration Act.**

You can opt of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, phone number, user name and email address you use for your TAPP® account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: TAPP Inc., ATTN: TAPP Arbitration Opt-out, 325 North Maple Drive, #5138, Beverly Hills, CA 90209.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, phone number, user name and email address you use for your TAPP® account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to: TAPP Inc., ATTN: TAPP Arbitration Filing, 325 North Maple Drive, #5138, Beverly Hills, CA 90209. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your TAPP® account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Southern District of California or a state court located in Los Angeles County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

### **Unsolicited Material.**

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

### **Updating These Terms**

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Revised: May 1, 2023