

SpotOn.Pet LLC Terms of Use

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1. Accepting Terms of Use

1.1. IMPORTANT: BY USING THIS SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED WITH THESE TERMS AND CONDITIONS. YOU FURTHER AGREE TO THE REPRESENTATIONS MADE BY YOURSELF BELOW. IF YOU DO NOT AGREE TO OR FALL WITHIN THE TERMS OF USE OF THE SERVICE (AS DEFINED BELOW) AND WISH TO DISCONTINUE USING THE SERVICE, PLEASE DO NOT CONTINUE USING THIS APPLICATION OR SERVICE.

1.2. The terms and conditions stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you and **SpotOn.Pet LLC** and its subsidiaries and affiliates (collectively, “SpotOn”). In order to use the Service (as defined below), from within the United States of America and its territories and possessions, you must agree to the Terms of Use that are set out below. By using the mobile applications and websites supplied to you by SpotOn (collectively, the “Application”), and downloading, installing or using any associated software supplied by SpotOn (collectively, the “Software”) which overall purpose is to enable persons seeking transportation services to certain destinations to be matched with third party transportation providers, drivers and vehicle operators (collectively, the “Service(s)”), you hereby expressly acknowledge and agree to be bound by the Terms of Use, and any future amendments and additions to this Terms of Use as published from time to time through the Application or as otherwise described herein.

1.3. SpotOn reserves the right to modify, vary and change the Terms of Use or its policies relating to the Service at any time as it deems fit. Such modifications, variations and or changes to the Terms of Use or its policies relating to the Service shall be effective upon the posting of an updated version via the Application or as otherwise described herein. You agree that it shall be your responsibility to review the Terms of Use regularly and also the Terms of Use applicable to any country where you use the Service which may differ from the United States of America and its territories and possessions (“the Alternate Country”) whereupon the continued use of

the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. You further agree that usage of the Service in the Alternate Country shall be subject to the Terms of Use prevailing for the Alternate Country which can be found on the Application.

1.4. SpotOn operates in the United States of America and its territories and possessions, and does not offer Services to subjects in Member States of the European Union.

1.5. Each transportation Service provided by an authorized third party transportation providers, drivers and vehicle operators (“Driver(s)”) to a rider shall constitute a separate agreement between such persons. SpotOn is a technology company that does not provide transportation Services directly. SpotOn is not a transportation provider. It is up to the Drivers to offer transportation Services to you and it is up to you to accept such transportation Services. The Service of the company is to link you with such Drivers, but does not nor is it intended to provide transportation Services or any act that can be construed in any way as an act of a transportation provider. The company is not responsible nor liable for the acts and/or omissions of any Driver and/or any transportation Services provided to you.

2. Eligibility

2.1. By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Service you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service.

2.2. You may only access the Service using authorized means. It is your responsibility to check and ensure that you have downloaded the correct Software for your device. SpotOn is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. SpotOn reserves the right not to permit you to use the Service should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.

2.3 You fully understand the SpotOn is a for hire service that matches pet owners with non-pet owners and Drivers. “Pet” shall refer to a domestic animal owned for companionship or support by the Owner (“Pet Owner”). Any user traveling with a Pet must first create a profile for the animal that must be approved by SpotOn and comply with all requested information by SpotOn. SpotOn and its affiliates (including Drivers) reserve the right to deny a request to transport any Pet for any reason, including without limitation: an exotic animal that requires a special permit, if a Driver is threatened or is uncomfortable transporting such Pet, or any animal that is not encompassed under the definition of Pet. SpotOn and its affiliates (including Drivers)

reserve the right to require special conditions for the transportation of certain Pets, which shall be determined at the sole discretion of SpotOn and its affiliates (including Drivers).

2.4 Pet Owner warrants and agrees that: (1) each of your Pets is free from fleas, ticks, and other pests; and (2) you will have your Pets fully vaccinated and up to date on all forms of preventative medicine prior to receiving Services from a licensed pet health care provider (which such approval of a licensed pet health care provider shall be determined at the sole discretion of SpotOn and its affiliates); and (3) each of your Pets does not have a vicious propensity.

3. Prices and Payments

3.1. You understand that use of the Services may result in charges to you for the Services or goods you receive ("Charges"). SpotOn will receive and/or enable your payment of the applicable Charges for Services or goods obtained through your use of the Services. Charges may include without limitation, other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, or airport surcharges.

All Charges and payments will be enabled by SpotOn using the preferred payment method designated in your Account, after which you will receive a receipt of Charges by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that SpotOn may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by SpotOn and at the sole discretion of SpotOn.

As between you and SpotOn, SpotOn reserves the right to establish, remove and/or revise Charges for any or all Services or goods obtained through the use of the Services at any time in SpotOn's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. SpotOn will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

3.2. You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services supplied under this Agreement.

3.3. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, the Drivers' vehicles and property resulting from your use of the Services under your SpotOn account in excess of normal "wear and tear" damages and necessary cleaning, which shall include without limitation any Pet accidents) ("Repair or Cleaning"). In the event that a Repair or Cleaning request is verified by SpotOn at SpotOn's sole discretion, SpotOn reserves the right to facilitate payment (which may include SpotOn charging your preferred payment method designated in your Account), for the reasonable cost of such Repair or Cleaning using your payment method designated in your SpotOn account. Such amounts, if applicable, and are non-refundable, unless otherwise determined by SpotOn.

3.4 All charges are non-refundable, unless otherwise determined by SpotOn.

4. License Grant and Restrictions

4.1. SpotOn and its licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Application and/or the Software, solely for your own personal, non-commercial purposes, subject to the Terms of Use herein. All rights not expressly granted to you are reserved by SpotOn and its licensors.

4.2. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way; (ii) modify or make derivative works based on the Application and/or the Software; (iii) create internet "links" to the Application or "frame" or "mirror" any Software on any other server or wireless or internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or Service, (b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) copy any ideas, features, functions or graphics of the Application and/or the Software, (v) launch an automated program or script, including, without limitation, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application and/or the Software, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents; (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Service.

4.3. You may use the Software and/or the Application only for your personal purpose and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including, without limitation, to materials harmful to children or violative of third party privacy rights; (iii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein; (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity (vii) to abstain from any conduct that could possibly damage the Company's reputation or amount to being disreputable.

5. Intellectual Property Ownership

THE SERVICE CONTAINS CONTENT (SUCH AS DESIGN, IMAGES, SOUNDS, TEXTS, DATABASES, COMPUTER CODES, REGISTERED AND UNREGISTERED TRADEMARKS AND OTHER SIMILAR OBJECTS) OWNED OR LICENSED BY SPOTON, WHICH IS PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET AND OTHER LAWS. SPOTON AND ITS LICENSORS, WHERE APPLICABLE, SHALL OWN ALL RIGHTS, TITLE AND INTEREST, INCLUDING ALL RELATED INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE SOFTWARE AND/OR THE APPLICATION AND BY EXTENSION, THE SERVICE AND ANY SUGGESTIONS, IDEAS, ENHANCEMENT REQUESTS, FEEDBACK, RECOMMENDATIONS OR OTHER INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY RELATING TO THE SERVICE. THE TERMS OF USE DO NOT CONSTITUTE A SALE AGREEMENT AND DO NOT CONVEY TO YOU ANY RIGHTS OF OWNERSHIP IN OR RELATED TO THE SERVICE, SOFTWARE AND/OR THE APPLICATION, OR ANY INTELLECTUAL PROPERTY RIGHTS

OWNED BY SPOTON AND/OR ITS LICENSORS. SPOTON NAME, SPOTON LOGO, THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION AND SPOTON LOGOS AND THE PRODUCT NAMES ASSOCIATED WITH THE SOFTWARE AND/OR THE APPLICATION ARE TRADEMARKS OF SPOTON OR THIRD PARTIES, AND NO RIGHT OR LICENSE IS GRANTED TO USE THEM. FOR THE AVOIDANCE OF DOUBT, THE TERM SOFTWARE AND APPLICATION HEREIN SHALL INCLUDE ITS RESPECTIVE COMPONENTS, PROCESSES AND DESIGN IN ITS ENTIRETY.

6. Restricted Activities

With respect to your use of SpotOn and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, ordinance or regulation;
- d. interfere with or disrupt the Services or the servers or networks connected to SpotOn;
- e. post Information or interact on SpotOn App or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f. use SpotOn in any way that infringes any third party's rights, including, without limitation: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the SpotOn;
- i. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of Software or any software used on or for SpotOn;
- j. rent, lease, lend, sell, redistribute, license or sublicense SpotOn Application or access to any portion of SpotOn;
- k. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of SpotOn or its contents;
- l. create liability for us or cause us to become subject to regulation as a transportation carrier or provider of taxi service;
- m. link directly or indirectly to any other web sites;
- n. transfer or sell your user account, password and/or identification to any other party; or
- o. cause any third party to engage in the restricted activities above.

7. Confidentiality

7.1. You shall maintain in confidence all information and data relating to SpotOn, its Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of SpotOn (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from SpotOn, or any of its affiliated companies, or created in the course of this Agreement. You shall further ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not

without the SpotOn's prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement.

7.2. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of SpotOn in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to SpotOn with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by SpotOn or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of SpotOn; becomes known to you, without restriction, from a source other than SpotOn without breach of this Agreement by you and otherwise not in violation of SpotOn's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to SpotOn to enable SpotOn to seek a protective order or otherwise prevent or restrict such disclosure.

8. Personal Data Protection

8.1. You agree and consent to SpotOn using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

8.2. For the purposes of this Agreement, "Personal Data" means information about you, from which you are identifiable, including, without limitation, your name, identification card number, address, telephone number, credit or debit card details, gender, date of birth, email address, any information about you which you have provided to SpotOn in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by SpotOn from time to time and includes sensitive personal data.

The provision of your Personal Data is voluntary. However, if you do not provide SpotOn with your Personal Data, your access to the Application may be incomplete and SpotOn will not be able to process your Personal Data for the Purposes outlined below and may cause SpotOn to be unable to allow you to use the Service.

8.3 You are responsible for all activity that occurs under your account, and you agree to be responsible for maintaining the confidentiality of your account and password and for restricting access to your mobile device and/or computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SpotOn is not responsible for third party access to your account that results from theft or misappropriation of your account. You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify SpotOn. SpotOn and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. Unless otherwise permitted by SpotOn in writing, you may only possess one account

8.4. You agree that SpotOn may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an SpotOn account, including for marketing purposes. You

understand that you are not required to provide this consent as a condition of purchasing any property, goods or services.

8.5. Collection and use of Personal Data in connection with the Services is described in SpotOn Privacy Policy located at www.SpotOn.com/page/privacyPolicy/en.

9. Indemnification

9.1. By agreeing to the Terms of Use upon using the Service, you agree that you shall defend, indemnify and hold SpotOn, its officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your use of the Service, Software and/or the Application, your dealing with the Drivers, third party providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein or (c) your violation of any rights of any third party, including Drivers arranged via the Service, or (d) your use or misuse of the Service, Software and/or the Application.

9.2. By agreeing to the Terms of Use upon using the Service, you agree that you shall defend, indemnify and hold SpotOn harmless for any allergic reaction or injury from a pet that may occur to Drivers, passengers or Pet Owners, as a result of riding in a vehicle providing the Services of SpotOn. I am solely responsible for any damage to my health through any allergy, known or unknown, that I may have.

10. Disclaimer of Warranties

10.1. SPOTON MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, APPLICATION AND/OR THE SOFTWARE. SPOTON DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE, APPLICATION AND/OR THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE APPLICATION AND/OR THE SOFTWARE WILL BE CORRECTED, OR (F) THE APPLICATION OR THE SERVER(S) THAT MAKE THE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) THE APPLICATION AND/OR THE SOFTWARE TRACKS YOU OR THE VEHICLE USED BY THE TRANSPORTATION PROVIDER. THE SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. The company makes no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability or availability of any Services, including, without limitation, the third party transportation Services obtained by or from third parties through the use of the Service, application and/or the software. You acknowledge and agree that the entire risk arising out of your use of the Service, and any third party Services, including, without limitation, the third party transportation Services remains solely and absolutely with you and you shall have no recourse whatsoever to the company.

10.2. The Service, application and/or the software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the third party transportation provider being faulty, not connected, out of range, switched off or not functioning. The company is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

11. Limitation of Liability

11.1. Any claims against SpotOn by you shall in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilizing the Service during the event giving rise to such claims. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, FUTURE SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, EMOTIONAL DISTRESS AND LOSS OF DATA, GOODS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). SPOTON AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICE FOR, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, APPLICATION AND/OR THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SERVICE, APPLICATION AND/OR THE SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, APPLICATION AND/OR THE SOFTWARE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The company does not and will not assess nor monitor the suitability, legality, ability, movement or location of any third party providers including Drivers, third party transportation providers, advertisers and/or sponsors and you expressly waive and release the company from any and all liability, claims or damages arising from or in any way related to the third party providers including Drivers, third party transportation providers, advertisers and/or sponsors. SpotOn will not be a party to disputes, negotiations of disputes between you and such third party providers including Drivers, third party transportation providers, advertisers and/or sponsors. We cannot and will not play any role in managing payments between you and the third party providers, including Drivers, third party transportation providers, advertisers and/or sponsors. Responsibility for the decisions you make regarding Services and products offered via the Service, software and/or the application (with all its implications) rests solely with and on you. You expressly waive and release the company from any and all liability, claims, causes of action, or damages arising from your use of the Service, software and/or the application, or in any way related to the third parties including Drivers, third party transportation providers, advertisers and/or sponsors introduced to you by the Service, software and/or the application.

11.2. The quality of the third party transportation Services scheduled through the use of the Service is entirely the responsibility of the third party transportation provider who ultimately provides such transportation Services to you. You understand, therefore, that by using the Service, you may be exposed to transportation that is potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the Service at your own risk.

12. User Provided Content

12.1. SpotOn may allow from time to time users to post their own content ("User Provided Content") that may be accessed by other users of the Service. SpotOn has no obligation to monitor the User Provided Content or the use of the Service, or to retain the content of any user posted in User Provided Content sections of the Service. You may not provide defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by SpotOn in its sole discretion, whether or not such material may be protected by law, User Provided Content.

12.2. SpotOn does not claim ownership of any User Provided Content. By submitting, posting or displaying the User Provided Content, you hereby grant SpotOn a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any User Provided Content which you submit, post or display on or through, the Application. This license is for the sole purpose of enabling SpotOn to display, publicly perform, distribute and promote the User Provided Content and the Application.

12.3. SpotOn reserves the right, in its sole and absolute discretion, to modify or delete any information, stored or posted to the Application.

12.4. SpotOn does not assume any responsibility for the contents of the User Provided Content.

13. Governing Law

This Agreement, your and SpotOn's rights hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.

14. Arbitration Agreement

14.1. You and SpotOn are each waiving the right to a trial by jury and agree to resolve any dispute by arbitration conducted on an individual basis only.

14.2. Any dispute arising out of or in connection with this Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration accordance with the rules of the American Arbitration Association then in effect, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be in New York, New York.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of the State of New York.

14.3. If any portion of this Arbitration Agreement is considered illegal or unenforceable under applicable law, such provision shall be severed. The remainder of the Arbitration Agreement shall be given full force and effect.

14.4. Before initiating arbitration the parties may consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

15. Notice

SpotOn may give notice by means of a general notice on the Application, electronic mail to your email address in the records of SpotOn, or by written communication sent by Registered mail or

pre-paid post to your address in the record of SpotOn. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by Registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to SpotOn (such notice shall be deemed given when received by SpotOn) by letter sent by courier or registered mail to SpotOn using the contact details as provided in the Application.

16. Assignment

The agreement as constituted by the Terms of Use as modified from time to time may not be assigned by you without the prior written approval of SpotOn but may be assigned without your consent by SpotOn. Any purported assignment by you in violation of this section shall be void. SpotOn may freely assign this Agreement.

17. General Provisions

17.1. No waiver of any term of the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, then such provision or portion shall be construed, as nearly as possible, to reflect the original provision, and the remainder of the Agreement will continue in full force and effect. The Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SpotOn without restriction. The section titles in the Agreement are used solely for the convenience and have no legal or contractual significance. No provision of the Agreement shall be construed against the owners of this Application but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis. The terms of the Agreement, which by their nature should survive the termination of the Agreement, shall survive such termination. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof. You agree that no joint venture, partnership, employment, or agency relationship exists between you and SpotOn as a result of these Terms or use of the Application, the App or the Services. You further acknowledge that by submitting User Provided Content, no confidential, fiduciary, contractually implied or other relationship is created between you and SpotOn other than pursuant to these Terms.

17.2. We may give notice to you by email, a posting on the Application, or other reasonable means. You must give notice to SpotOn in writing via email or as otherwise expressly provided.