

Last Modified: Feb. 19th, 2018

These Terms of Service, together with our Privacy Policy, collectively, form the agreement (the "Agreement") between you and us, and govern your access to and use of the Services (as defined below) offered by Waitz Inc. ("Waitz", "we", "us", "our"), to you or the entity you represent ("you").

This Agreement commences on the date that you accept it by checking a box or clicking on a button (or something similar) when you are asked to confirm that you accept this Agreement. Acceptance in any of the foregoing manners (or other similar means) indicates that you agree to the terms and conditions of this Agreement. If you are accepting on behalf of a company, organization, or other entity, then (1) "you" includes you and that entity, and (2) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

Please read this agreement carefully to ensure that you understand each provision. This Agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

1. DEFINITIONS

1.1 "**API(s)**" means the application programming interface(s) made available by Waitz on the Site and in connection with the Services.

1.2 "**Confidential Information**" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

1.3 "**Documentation**" means the manuals and online help we provide for use in connection with the Service. Waitz may update the Documentation from time to time in its sole discretion.

1.4 "**Electronic Communications**" means any transfer, transmission, and/or receipt of text, images, data, or other information of any nature to, from, or through the Service.

1.5 "**Waitz Content**" means the data transmitted by Waitz through the APIs.

1.6 “**Waitz Technology**” means our proprietary software and other technology provided via the Services, including any and all enhancements, modifications, updates, upgrades, and derivative works to the foregoing.

1.7 “**Intellectual Property Rights**” means worldwide patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

1.8 “**Service(s)**” means the hosted services provided by us.

1.9 “**Site**” means our website through which certain Services may be accessed or made available to Users.

1.10 “**User**” means your employees, representatives, consultants, contractors, or agents who are authorized to use the Services and have been supplied user identifications and passwords by you (or by us at your request).

2. PROVISION OF SERVICES AND WAITZ TECHNOLOGY

2.1 PROVISION OF SERVICES; ACCESS RIGHT. Subject to your payment of the applicable fees, during the term of this Agreement, we will provide you with the Service(s) chosen by you. The Services include the standard features and functionality applicable to the Services, and any changes, modifications, or improvements to such Services, but excluding any new modules that we market and sell or provide as separate products or substantial improvements to such Services. The Services are purchased on a subscription basis. Subject to the terms and conditions of this Agreement, Waitz grants you a non-exclusive, non-sublicenseable, nontransferable right to: (a) access and use the Services and display the Waitz Technology; and (b) access and use the APIs to receive the Waitz Content, in each case solely for your internal business purposes. You may have employees, agents, consultants and independent contractors access the Services solely in performing services on your behalf in accordance with the provisions of this Agreement, provided that you bind them to all applicable provisions of this Agreement and you remain responsible for their performance under this Agreement in all respects. No implied licenses are granted hereunder; we reserve all rights not expressly granted.

2.2 INDIVIDUAL FEATURES AND SERVICES. We agree to make certain Services available to you as agreed upon between us. Some of these Services may be made available for no charge, and some may be made available for a fee as described in further detail below. Our Services may be varied, updated, replaced, removed, supplemented or added to by us at any time in our sole discretion. We will notify you of a change to the Services in advance only if the change does not preserve, extend, or enhance the features or functionality of the Services. If we notify you of a change as required in this Section and you do not wish to use the Services after notification of the change, you may within thirty (30) days of notification either provide us with written notice of termination of this Agreement, or reject the change by written notice to us. If you reject a change, we may terminate this Agreement within sixty (60) days after your written

notice of rejection. If you provide no written notice to us within the thirty (30) day period, you will be deemed to have accepted the change, and this Agreement will continue in full force and effect. Upon termination, your sole and exclusive remedy and our sole and exclusive liability is a refund of any prepaid and unused fees from the effective Services termination date. Nothing in this Section requires us to continue to provide any portion of the Services if it would result in a violation of the rights of any third party or any applicable law.

2.3 TECHNICAL SUPPORT. We will provide such resources and utilize such employees and/or consultants as we deem necessary to perform any implementation, training, and/or any technical support services relating to the Services. The manner and methods we use to perform technical support are subject to our sole discretion, although technical support is provided principally via email at info@Waitzapp.com. You agree to cooperate with us in our efforts to provide the technical support. We will use commercially reasonable efforts to meet the schedules we commit to in writing, and you agree to cooperate in good faith to allow us to complete the services in a timely manner.

2.4 THIRD PARTY COMPONENTS. Certain third party components provided in or with the Services (“Third Party Components”) are subject to various “open source” or commercial licenses. Your use of the Third Party Components is subject to and governed by the applicable Third Party Component license(s) and is not subject to the terms and conditions of this Agreement, except that this Section 2.4, the warranty exclusions and disclaimers in Section 9, and the limitation of liability provisions of Section 10 also govern your use of the Third Party Components.

2.5 FEEDBACK. If you provide us with any suggestions, comments or other feedback pertaining to the Services, Site, or Waitz Technology (collectively, “Feedback”), such Feedback is and will be given entirely voluntarily. We will be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as we see fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

We are and will remain the sole and exclusive owner of all proprietary rights, including all Intellectual Property Rights, in and to (a) the APIs, Waitz Content, Services, Site, and Waitz Technology, including any modifications or improvements thereto; and (b) any inventions, works of authorship or information that is authored, conceived, reduced to practice, invented or otherwise developed in the course of performing any services hereunder. You acknowledge that our name, our logo, and the product names associated with the Services are our trademarks (or those of our suppliers or licensors), and no license to such marks is granted herein. No ownership of any of the foregoing or any intellectual property rights therein is transferred or granted to you except for the limited access rights expressly granted herein.

2.6 OWNERSHIP. We are and will remain the sole and exclusive owner of all proprietary rights, including all Intellectual Property Rights, in and to (a) the APIs, Waitz Content, Services, Site, and Waitz Technology, including any modifications or improvements thereto; and (b) any inventions, works of authorship or information that is authored, conceived, reduced to practice, invented or otherwise developed in the course of performing any services hereunder. You acknowledge that our name, our logo, and the product names associated with the Services are

our trademarks (or those of our suppliers or licensors), and no license to such marks is granted herein. No ownership of any of the foregoing or any intellectual property rights therein is transferred or granted to you except for the limited access rights expressly granted herein.

2.7 MOBILE SOFTWARE.

(a) From time to time, we may make available software to access the Service via a mobile device (“**Mobile Software**”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. We do not warrant that the Mobile Software will be compatible with your mobile device. You agree that you are solely responsible for any mobile data usage or other similar charges incurred by you in connection with the Mobile Software. Subject to the terms and conditions of this Agreement, Waitz grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one (1) Waitz account on one (1) mobile device owned or leased solely by you and in accordance with the features made available to you (unless Waitz expressly allows otherwise). You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that Waitz may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Waitz or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Software will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject

to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service.

(b) The following applies to any Mobile Software you acquire from Apple's App Store ("**App Store-Sourced Software**"): You acknowledge and agree that this Agreement is solely between you and Waitz, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Waitz as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Waitz as provider of the software.

You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party's intellectual property rights, Waitz, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Waitz acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

(c) The following applies to any Mobile Software you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that the Agreement is between you and Waitz only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Waitz, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Waitz's Google-Sourced Software.

3. CUSTOMER ACCOUNTS

3.1 ACCESS AND USE OF THE SERVICES. You are responsible for the connection to the Site and Services, including the Internet connection. We are not responsible for any inability to meet our obligations under this Agreement to the extent that such inability results from or relates to your connection to the Site and Services. You may use the Services and Waitz Technology only in accordance with this Agreement and the Documentation.

3.2 USE RESTRICTIONS. Without limiting the generality of the foregoing, you may not license, sell, distribute, rent, lease, lend, transfer, outsource, or otherwise provide access to any Services or utilize any Services for the benefit of any third party. Further, when using the Services and Waitz Technology, you may not, and you will ensure that Users do not: (a) decompile, decipher, disassemble, translate, modify, prepare derivative works of, reverse engineer or otherwise attempt to access the source code of the Services, Site, or Waitz Technology, except as permitted by applicable law; (b) infringe the intellectual property or other proprietary rights of any third party; (c) interfere with or disrupt the Waitz Technology, systems we use to host the Site or Services, or other equipment or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or the Services made known to you; (d) use the Services, Site, or Waitz Technology in the operation of a service bureau or time-sharing service; (e) circumvent the user authentication or security of the Services, Site, or Waitz Technology or any host, network, or account related thereto, attempt to gain unauthorized access to a network, computer, software application, or any part thereof, misrepresent the source, identity, or content of information transmitted via the Services, including by forging network packages or e-mail headers, or use or access the Services in a manner intended to avoid the payment of fees; (f) make any use of the Services, Site, or Waitz Technology that violates any applicable local, state, national, international or foreign law; (g) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Services, Site, or Waitz Technology, (h) allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, you for access to the Services, Site, or Waitz Technology; (i) cache, record, pre-fetch, or otherwise store any portion of the Waitz Content, or attempt or provide a means to execute any “bulk download” operations; (j) modify the Waitz Content, or use it to create a product that competes in any way with Waitz or any of Waitz’s products, including but not limited to the Services; (k) use the APIs on behalf of any third-party; (l) modify, rate, rank, review, vote or comment on, or otherwise respond to the Waitz Content; or (m) copy, rent, lease, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the APIs. In addition, you may not: (1) use the Services, Site, or Waitz Technology in any manner that we reasonably believe is abusive or contrary to applicable law; (2) remove, obscure, or alter our copyright notices, trademarks, or other proprietary rights notices on any Services, Site, or Waitz Technology; or (3) during the term of this Agreement, assert or authorize, assist, or encourage any third party to assert, against us or any of our affiliates, any patent infringement or other intellectual property infringement or misappropriation claim regarding any component of the Services, Site, or Waitz Technology.

3.3 ACCOUNTS. Third party clients using Waitz Services API in their app must create an account to access and use the Services. You agree to provide accurate and complete information when signing up for an account. You are solely responsible for all activities that take

place on or through your account, including the acts and omissions of your Users. You will, and you will require Users to, take appropriate security precautions including ensuring appropriately complex passwords, keeping passwords confidential, and regularly changing passwords. You will, and you will require Users to, comply with our security guidelines and procedures made known to you through the Services or otherwise. If you learn of a third party having obtained knowledge of a password without authorization, you will inform us of such unauthorized access without undue delay and promptly change the password. Rights of any User to utilize any Service cannot be shared or used by more than one (1) individual unless we expressly provide otherwise in writing. In addition, a User's access information and privileges may not be transferred from one individual to another unless the original User no longer requires and is no longer permitted access to the applicable Services, as a result of which that individual is no longer a User. We are not responsible for any unauthorized access to your account, including any unauthorized use of the Services, and you agree to notify us promptly of any unauthorized use of your account. You may use the Services and register for an account with us only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Services by anyone under 18 is strictly prohibited and in violation of this Agreement. You may terminate your account at any time as set forth in Section 7.

3.4 RIGHT TO MONITOR AND ENFORCE. Waitz may, but has no obligation to, monitor any content or traffic on the Services, for the purposes of ensuring that the Services are being used in accordance with this Agreement. We may, without notice to you: Intercept, block, or remove any content or traffic that we believe violates this Agreement, or applicable laws; and report to the appropriate authorities any conduct by you that we believe violates applicable laws, which may include disclosure of your relevant personal data, or usage history on the Services.

3.5 ACCOUNT SUSPENSION. We may suspend your account and access to the Services, Site, or Waitz Technology without liability if: (a) we have reason to believe that the Services, Site, or Waitz Technology have, are being, or will be used in violation of this Agreement; (b) you fail to make a payment to us when due; (c) we reasonably believe that your Services, Site, or Waitz Technology are being accessed or used by third parties without your authorization; (d) we are required to do so by law; or (e) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. If your account remains suspended for period of thirty (30) days or more, we may terminate your account without notice to you as set forth in Section 7 ("Term and Termination"). If your account is suspended for any reason, you remain responsible for all fees accrued through the date of suspension. In addition, if your account is suspended due to clause (ii), you remain responsible for all contracted fees, notwithstanding such suspension.

4. CUSTOMER DATA: RIGHTS AND RESPONSIBILITIES

4.1 CUSTOMER DATA DEFINED. We do not collect any personal information about you, your Users, or your customers except as necessary in the course of providing the Services to you. However, certain Waitz products do collect information about your customers and their interactions with such products ("Customer Data"). Subject to the provisions of this Section 4,

you retain ownership of and control over Customer Data we collect through the provision of our Service to you, and we do not share such Customer Data, or use such Customer Data for the benefit of, other Waitz customers..

4.2 CUSTOMER DATA LICENSE GRANT. By permitting us to collect your Customer Data or providing your Customer Data to us, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Waitz a nonexclusive, royalty-free, worldwide license during the term of the Agreement to use, transmit, distribute, modify, reproduce, display, and store the Customer Data for the purposes of: (i) providing the Services as contemplated herein; and (ii) enforcing Waitz's rights under the Agreement.

4.3 YOUR RESPONSIBILITIES FOR YOUR CUSTOMER DATA. In connection with your Customer Data, as of the date you accepted this Agreement and throughout the term of this Agreement, you represent, warrant and agree that:

(a) you have obtained the Customer Data lawfully, and the Customer Data does not and will not violate any applicable laws or a third party's proprietary, privacy or intellectual property rights;

(b) at all times, Customer Data has and will be collected by you in accordance with your publicly posted privacy policy that permits you to share, collect, use and disclose such Customer Data as contemplated under this Agreement, and if required by applicable law, pursuant to consents obtained by you to do each of the foregoing. For clarity and without limitation, customer is responsible for the content and placement of consumer-facing disclosure regarding the collection and use of Customer Data;

(c) we may exercise the rights to your Customer Data granted under this Agreement without liability or cost to any third party; and

(d) the Customer Data complies with the terms of this Agreement.

4.4 CUSTOMER DATA USE. Notwithstanding anything to the contrary herein, you agree that Waitz may collect, analyze, and use Customer Data and data derived from Customer Data, including de-identified, aggregated or anonymized Customer Data, for purposes of operating, analyzing, improving, or marketing the Services. If Waitz shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from Customer Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific customer, user or individual. You further agree that Waitz will have the right, both during and after the Term of this Agreement, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.

4.5 SERVICE USAGE DATA. For the sole purpose of providing and improving our Services, we may collect and use data relating to the usage of the Services, including without limitation monitoring and analyzing usage and traffic patterns of our websites and Services. This usage

data is: (a) not Customer Data; (b) does not include any personal information about you, your Users, or your customers; and (c) is owned by Waitz.

5. SERVICES FEES AND PAYMENT TERMS

5.1 FEES AND PAYMENT TERMS. We offer certain Services for a fee (“Paid Services”). If you choose to use any Paid Services, you will pay the applicable fees set forth in our [Payment Terms](#), as amended from time to time, for the Paid Services you select during signup under the terms and conditions set forth in such Payment Terms. Unless otherwise stated, all fees must be paid in U.S. Dollars. To the extent that any fees are based on your use of the Services, such fees will be determined solely based on our calculations of your Services usage. Any refunds provided by us in our sole and absolute discretion will be applied as a credit only; you will not have any right to withhold or reduce fees under this Agreement or set off any amount against fees owed. You are responsible for all charges incurred under your account, including any fees incurred by anyone with access to your account. Late payments will bear interest at a rate of 1.5% per month, or the highest amount permitted by law, whichever is less, and we may suspend your account if you fail to make a payment when due. All fees and charges are earned upon receipt by us and are nonrefundable (and there are no credits for any partially used Paid Services) except (1) as expressly set forth herein, and/or (2) as required by applicable law.

5.2 RENEWALS. If you do not cancel any Paid Services as set forth below prior to the end of the then-current term, your subscription will be automatically extended for additional one (1) year periods. Unless otherwise indicated in any applicable additional terms or communications we may send to you, such renewal will be at the same fee as when you first subscribed, plus any applicable taxes, unless we notify you prior to the end of your current subscription period that the fee will increase. You hereby acknowledge that your subscription is subject to automatic renewals and you consent to and accept responsibility for all related recurring charges to your credit or debit card (or other payment method, as applicable) without further authorization from you and without further notice (unless required by law). You acknowledge that the amount of the recurring charge may change if the applicable tax rates change or if there has been a change in the applicable fees. You acknowledge and agree that your payment method will be automatically charged for such fees, plus any applicable taxes or fees, upon each such automatic renewal. To change or cancel your subscription at any time, other than pursuant to these terms, please contact us at info@Waitz.com. If you terminate your subscription prior to the end of the then-current term, you will not be entitled to a prorated refund of any portion of the subscription fees paid for the such term, except as provided herein or as required by applicable law. If you terminate your subscription within the first (1st) month of your first renewal term, then Waitz will refund you the fees you prepaid for the applicable renewal term.

5.3 TAXES. You are responsible for paying any governmental taxes imposed on your use of the Services, including, but not limited to, sales, use, or value-added taxes. To the extent we are obligated to collect such taxes, the applicable tax will be added to your billing account.

6. SECURITY

6.1 YOUR PRECAUTIONS. You will take reasonable security precautions including ensuring appropriately complex passwords, keeping your passwords confidential and regularly changing your passwords. You will be solely responsible for all activity which takes place on or through your account.

6.2 OUR SAFEGUARDS. We have implemented commercially reasonable and legally compliant technical, administrative, and organizational measures designed to mitigate against accidental loss and from unauthorized access, use, alteration or disclosure of the data and other information you provide us in connection with your use of the Services (if any). However, you acknowledge and agree that we cannot guarantee that unauthorized third parties will not be able to defeat those measures. You acknowledge that it is not feasible for us to accommodate conflicting data security requirements from multiple customers; accordingly, failure to accommodate your specific data security requests or requirements will not be deemed a breach of this Agreement. For the avoidance of doubt, we do not warrant that your use of the Services is risk-free. We do not provide representations, warranties, or assurances against interception or access and, provided that we comply with the other provisions of this Section, we will not be responsible for any theft, illegal activity or other unauthorized acts resulting in loss of or damage to you or any User, or your or their computer, data or other property in connection with use of the Services.

6.3 OUR PRIVACY POLICY. By accessing or using the Service, you agree to the collection, use, and disclosure of certain personally identifiable information, such as your name and address, in accordance with the Privacy Policy, including having this information collected, used, transferred to and processed in the United States.

7. TERM AND TERMINATION

7.1 TERM. This Agreement will commence on the day it is accepted by you, and will continue until terminated in accordance with the terms of this Agreement.

7.2 TERMINATION.

(a) By Either Party. Either party may terminate this Agreement if the other party breaches any of the provisions of this Agreement, and does not cure such breach within thirty (30) days of receiving written notice of such breach, except that for a breach of Section 3.2 (“Use Restrictions”) or 8 (“Confidentiality”), there will be no cure period.

(b) By Us. We may terminate your account immediately upon written notice if you breach Section 3.2, or if your account has been suspended for a period of thirty (30) days or more as set forth in Section 3.5. We may also suspend or terminate your account upon a determination by us that continued use of the Services may result in harm to the Services (including the Site, Waitz Technology, and/or systems used to provide the Services) or our other customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another. In such event, in addition to any other remedies available at law or in equity, we will have the right immediately, in our sole discretion, to deactivate your user name(s) and password(s), until such

time as the issue is resolved or this Agreement is terminated. In addition, we may terminate this Agreement for convenience by providing you with thirty (30) days advance notice.

(c) Effect of Termination. If this Agreement is terminated for any reason, then (i) subject to clause (iii) below, your access to the Services will terminate, and you will stop using the Services immediately, (ii) all contracted fees will be due and payable, and (iii) you will destroy or return the Confidential Information, if requested by us, certify such destruction or return. Notwithstanding any termination hereof, the provisions of Sections 2.7, 3.2, 4, 5, 6, 7.2(c), 8, 9, 10, 12, 13, and 14 will survive any expiration or early termination of this Agreement for any reason.

8. CONFIDENTIALITY

You will use at least the same degree of care that you use for your own information of similar nature but no less than reasonable care, to protect the Confidential Information from misuse or unauthorized disclosure. You will use the Confidential Information only for purposes of performing under this Agreement, and not disclose the Confidential Information without our prior written consent.

9. DISCLAIMERS; NO WARRANTIES

9.1 NO WARRANTIES. Except as expressly provided herein, the APIs, Waitz Content, Services, Site, and Waitz Technology, are provided to you on an “as is” and “as available” basis without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we and our suppliers, licensors, and partners disclaim all warranties, statutory, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of proprietary rights, with regard to the APIs, Waitz Content, Services, Site, and Waitz Technology. We do not represent or warrant that any Services or data provided by us will be accurate, complete, error-free, or backwards-compatible with prior versions, or that such Services or data will meet your specific requirements or expectations.

9.2 NO RESPONSIBILITY FOR DATA LOSS. Notwithstanding anything to the contrary stated herein, we will not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store or maintain any data you provide us, or any other data or information.

9.3 NO RESPONSIBILITY FOR ELECTRONIC COMMUNICATIONS. The APIs and Services may be subject to limitations, delays, and other problems inherent in the use of the internet, personal computers, and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems. Without limiting the generality of the foregoing, you understand that the technical processing and transmission of electronic communications is essential to your use of the service. You consent to our interception and storage of electronic communications and/or data you provide us, and understand that such interception and storage will involve transmission over the internet and over various networks that may not be owned, operated, or controlled by us. You acknowledge that changes to such

data may occur (including encryption and compression) in order to conform and adapt such data to the technical requirements of connecting networks and/or devices. You acknowledge and understand that, when communicated across the internet, network facilities, or other electronic means, electronic communications may be accessed by unauthorized parties.

9.4 HIGH RISK USES OF THE SERVICES PROHIBITED. The Services are not designed or intended for uses where the failure of the Services could result in death, bodily injury, or environmental damage. You may not use the Services for any such purposes.

10. LIMITATIONS ON LIABILITY.

10.1 LIMITATION ON INDIRECT LIABILITY. Subject to section 10.3 (“exclusions”), under no circumstances, including, but not limited to negligence, will either you or we (or our affiliates, contractors, employees, agents, or third-party partners, licensors, or suppliers) be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation losses or liability resulting from loss of data, loss of revenue, anticipated profits, or loss of business opportunity) that result from your use or your inability to use the Services, Waitz Technology, Site, or any other products or Services provided in connection with this Agreement, , even if you or we (or an authorized representative of ours) has been advised of the possibility of such damages.

10.2 LIMITATION ON DAMAGES. Subject to section 10.3 (“exclusions”), in no event will your or our (or our affiliates’, contractors’, employees’, agents’, or third-party partners’, licensors’, or suppliers’) total cumulative liability to the other party for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the Services, Site, or any other products or Services provided in connection with this Agreement, including without limitation your interactions with other users, (whether in contract, tort including negligence, warranty, or otherwise) exceed the amount paid or payable by you, if any, for accessing the Services during the twelve (12) months immediately preceding the day the act or omission occurred that gave rise to your claim or one thousand u.s. dollars (\$1,000), whichever is greater.

10.3 EXCLUSIONS. The exclusions and limitations set forth in sections 10.1 and 10.2 above do not apply to a breach of section 2.5, 2.7, 3.2, 3.3, 4.3, 8, or to either party’s indemnification obligations. In addition, the limitations set forth in section 10.2 will also not apply to direct damages to the extent arising out of a party’s gross negligence, intentional misconduct, or fraud.

10.4 LIMITATIONS ARE A BASIS OF THE BARGAIN. You acknowledge and agree that we have offered our Services, and entered into this Agreement, in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the disclaimers of warranty and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and us (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the disclaimers of warranty and the limitations of liability set forth herein form an essential basis of the bargain between you and us, without which the economic terms of this Agreement would be different.

11. SERVICES LOCATION; EXPORT RESTRICTIONS.

The Services are controlled and operated from our facilities in the United States. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. By using the Services, on behalf of yourself and all Users, you are consenting to have your information transferred to and processed in the United States.

12. INDEMNIFICATION.

To the fullest extent permissible under applicable law, you agree to indemnify, defend and hold harmless us and our affiliates, contractors, employees, agents, and third-party partners, licensors and suppliers from and against all claims, liabilities, causes of action, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims, suits, actions or proceedings relating to: (a) use of or access to the Services and any related data by you or any of your agents, employees, contractors; by anyone using your unique username, password or other appropriate security code; or by end users of your products or services; (b) breach of any provision of this Agreement; (c) your Customer Data; or (d) violation of any law, rule or regulation of the United States or any other country by you or any of your agents, employees, contractors, or by end users of your products or services. We will use reasonable efforts to notify you of any such claims, actions, or proceedings upon becoming aware of the same. We will notify you in a reasonably prompt manner of claims, suits, actions, or proceedings for which we are seeking the above indemnification, provided that failure to so notify will not relieve you of your obligations except to the extent your ability to defend the claim, suit, action or proceeding is prejudiced by the delay. You may use counsel of your choosing (subject to our written approval). Any settlement requiring us to admit liability or to pay any money will require our prior written consent; and we may join in the defense and participate in any settlement discussions with our own counsel at our own expense.

13. GOVERNING LAW; JURISDICTION.

13.1 GOVERNING LAW. This Agreement is governed by the laws of the State of California without reference to any conflict-of-laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of the State of California or any other state. If UCITA is adopted and enacted in the State of California or any other state and, as a result of such adoption and enactment or any subsequent amendment thereto, you and/or we are required to take any action to effectuate the result contemplated by this Section, including amending this Agreement, you and we each agree to take such action as may be reasonably required, including amending this Agreement

accordingly. You and we irrevocably consent to the personal jurisdiction of the state courts located in San Diego County, California and the federal courts in the San Diego District for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of any of our Intellectual Property Rights or other proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Diego County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

13.2 ARBITRATION. Read this Section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from Waitz. For any dispute with Waitz, you agree to first contact us at info@Waitzapp.com and attempt to resolve the dispute with us informally. In the unlikely event that Waitz has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration. The arbitration will be conducted in San Diego County, California, unless you and Waitz agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any arbitration filing, administrative and arbitrator fees. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) You may be required you to pay a fee for the initiation of your case; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Waitz from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

13.3 Class Action/Jury Trial Waiver. With respect to all persons and entities, regardless of whether they have obtained or used the Services for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this Agreement, you and Waitz are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

14. MISCELLANEOUS

14.1 NOTICES. Either party may provide the other with notices required hereunder by confirmed email, first class mail, or personal delivery at the other party's primary place of business. Notice will be deemed given twenty-four (24) hours after email is sent or three (3) business days after the date of postal mailing.

14.2 WAIVER. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the waiving party.

14.3 REMEDIES. Your and our respective rights and remedies hereunder are cumulative. You acknowledge that the Services and Waitz Technology contain our valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to us for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy.

14.4 SEVERABILITY; INTERPRETATION. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, the limitation of liability provisions will remain in effect notwithstanding any unenforceability of any warranty or warranty disclaimer provision. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms such as "only" or "solely." All references (e.g., to sections, parties, terms, and attachments) are to the sections of, parties to, terms of, and attachments to this Agreement, unless expressly indicated otherwise. All captions are intended solely for your and our respective convenience, and none will affect the meaning of any provision. All references to "written," "in writing," or other words of similar import refer to a non-electronic, paper document only, except where electronic mail communication is expressly authorized.

14.5 ASSIGNMENT. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent (which may be withheld in our sole discretion), but may be assigned by us without restriction. Any permitted assignment of this Agreement will be binding upon and enforceable by and against your and our respective successors and assigns, provided that any unauthorized attempted assignment will be null and void and constitute a breach of this Agreement.

14.6 USE OF SUBCONTRACTORS. We will have sole authority in determining the method of operating and maintaining the Services, including the right to subcontract any or all of its responsibilities and obligations; provided, however, that we will remain responsible for our obligations hereunder.

14.7 U.S. GOVERNMENT RIGHTS. The Services are "commercial items," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4

(June 1995), all U.S. Government users acquire only those rights in the Services that are provided in this Agreement.

14.8 FORCE MAJEURE. We will not be liable to you or your Users for delays, failures, or inadequate performance that results from conditions outside of our reasonable control, including, without limitation, acts of God, natural disasters, systemic electrical, telecommunications, or other utility failures, earthquakes, threatened or actual acts of terrorism or war, riots, or governmental acts or orders.

14.9 INDEPENDENT CONTRACTORS; THIRD PARTY BENEFICIARIES. You and we are independent contractors, and nothing herein will be construed as creating a partnership, agency, or joint venture, and neither you nor we will have the ability to bind the other. There are no third-party beneficiaries to this Agreement.

14.10 PUBLICITY. If you are a company, you hereby grant to us the right to use your company's name, trademarks, and logos solely for purposes of identifying and promoting your company as a client of ours during the term of this Agreement and thereafter. Further, we will have the right to issue a press release regarding the existence of the business relationship between you and us.

14.11 ENTIRE AGREEMENT. This Agreement, together with all incorporated documents and any additional agreements you may enter into with us in connection with the Services, constitutes the entire agreement between you and us relating to the subject matter herein, and it supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and us regarding its subject matter. This Agreement can only be modified in a writing signed by you and us, collectively. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) will be deemed original signatures. Any preprinted terms on a purchase order or similar document are deemed rejected.