

## **UVertz Partner Opportunity Terms and Conditions**

Thank you for your interest in being a UVertz driver ("UVertz Partner" or "You") and participating in the UVertz Partner opportunity (the "Opportunity") offered by UVertz, LLC ("UVertz," "We," or "Us"). This Opportunity is made available through our website at [www.uvertz.com](http://www.uvertz.com), along with any and all related websites, networks, computer programs and/or mobile applications ("Software"), equipment (the "Equipment" and defined in Section 8 below), and other services provided by us (collectively, the "Service"). These "UVertz Partner Opportunity Terms" and UVertz's privacy policy (the "Privacy Policy") (together, the "Terms") are a legally binding agreement between UVertz and you regarding your participation in the Opportunity.

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

- 1. BY CLICKING "I ACCEPT", YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR PARTICIPATION IN THE OPPORTUNITY, YOU AGREE TO BE BOUND BY THESE TERMS.** If you are not eligible, or do not agree to the Terms, then you MAY NOT PARTICIPATE IN THE OPPORTUNITY.
- 2. ARBITRATION NOTICE.** ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF CALIFORNIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMMERCIAL LITIGATION AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR CASE LITIGATED IN A COURT, YOU ARE WAIVING A JURY TRIAL, AND YOU ARE WAIVING PARTICIPATION IN A CLASS ACTION OR REPRESENTATIVE PLAINTIFF ACTION. YOUR CLAIM(S), IF ANY, WOULD INSTEAD BE DECIDED BY A NEUTRAL ARBITRATOR.

3. **Opportunity Summary.** UVertz offers its Partners an opportunity to earn an Opportunity Fee (defined in Paragraph 10(1) below) by creating a UVertz Partner Account (defined in Paragraph 5 below) on the Service, installing Opportunity Equipment (defined in Section 8 below) in their vehicle(s) and enabling the Opportunity Equipment to display advertisements and other content delivered by UVertz while driving or publicly parked (the "Opportunity").

#### 4. **Opportunity Requirements.**

4.1 You must comply with the following requirements (the "UVertz Partner Requirements") to be a UVertz Partner:

- You must be at least 18 years of age.
- You must be licensed to drive in the United States for at least one year.
- You must have a valid in-state driver's license.
- You must have in-state automobile insurance with your name on the policy.

4.2 By agreeing to these Terms,

- You represent and warrant to us that you comply with the above UVertz Partner Requirements.
- Your participation in the Opportunity fully complies and will comply at all times during the Term with the Opportunity Requirements.
- During the Term, you will maintain your driver's license in good standing and when your driver's license is about to expire you will promptly furnish UVertz with proof of renewal.
- During the Term, you will maintain your car insurance in good standing and continued coverage and when your coverage is about to expire you will promptly furnish UVertz with proof of renewal or other coverage.
- You have not previously been suspended or removed from the Opportunity.
- Your registration and participation in the Opportunity complies with any and all applicable laws and regulations.

5. **Accounts and Registration.** To participate in the Opportunity, you must create and maintain a user account (your "User Account"). When you register your User Account, we will ask you to share certain information with us, including but not limited to, your name, email, home address, bank account number or other financial information so that we can pay you, and information about your vehicle and insurance coverage. You agree that the information you provide to us during the User Account

creation process is accurate and that you will keep it accurate and up-to-date at all times during the Term. When you register a User Account you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your User Account and password, and you accept responsibility for all activities that occur under your User Account. If you believe that your User Account is no longer secure, then you must immediately notify us at [support@uvertz.com](mailto:support@uvertz.com).

## 6. Licenses

6.1 Limited License. Subject to your complete and ongoing compliance with these Terms, UVertz grants you, solely for your use in connection with the Opportunity, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any Software obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Service.

6.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, reverse engineer, unlock, or publicly perform the Service; (b) make modifications to the Service or combine the Service with any third party products; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism, or obscure, remove, or alter UVertz's proprietary rights, trademark and/or service mark rights notices. If you are prohibited by applicable law from using the Service, you cannot use it.

6.3 Feedback and Inventions. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Opportunity or the Service, or develop or conceive of any modifications or improvements to the Opportunity or the Service ("Feedback"), or you derive designs, inventions, discoveries or improvements arising from the Opportunity or the Service ("Inventions"), , then you hereby agree to disclose promptly and in writing to UVertz all Feedback and Inventions. You agree that Feedback and Inventions shall be the exclusive property of UVertz, whether or not patent applications are filed thereon, and grant UVertz an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback and Inventions in any manner and for any purpose, including to improve the Opportunity and Service and create new products and services.

7. **Ownership; Proprietary Rights**. The Opportunity is operated by UVertz. Materials made available to you in connection with the Opportunity, including all intellectual property rights in the Service and Opportunity Equipment (collectively, "Materials") are

protected by intellectual property and other laws. As between you and UVertz, all Materials are the property of UVertz or its third party licensors. Except as expressly authorized by UVertz, you may not make use of the Materials. UVertz reserves all rights to the Materials not granted expressly in these Terms.

## 8. **Equipment.**

8.1 Opportunity Equipment. During the Term, UVertz may provide you with certain hardware and other equipment, including but not limited to, film, projection devices, tension bars, cantilevers, mounting devices, for installation in your vehicle in order to enable you to participate in the Opportunity (the "Opportunity Equipment"). You agree that, to the extent that you have the right to, you will install, or allow to be installed, and use the Opportunity Equipment solely as directed by UVertz, and will not make any modifications to the Opportunity Equipment not expressly authorized by UVertz. If installed by anyone other than you, you accept the installation or will notify us immediately of any interference with the ability to safely operate and will cease such operations until removed. You hereby acknowledge that the Opportunity Equipment contains tracking mechanisms that allow UVertz to determine the geographic location of the Opportunity Equipment for the purposes of geofencing advertisements and PSAs and tracking miles for pricing and your remuneration, and you agree that we may monitor and record the location of the Opportunity Equipment at all times during the Term. You also hereby acknowledge that the Opportunity Equipment contains tracking mechanisms that allow UVertz to protect its ownership rights and security interest in and to the Opportunity Equipment.

8.2 Ownership of Opportunity Equipment. UVertz will own and retain title to all of the items of Opportunity Equipment. You, at your sole expense, will protect UVertz's title and keep the Opportunity Equipment free from all claims, liens, encumbrances, theft, damage, loss and legal processes. You agree that the Opportunity Equipment is not and will not be subject to any lien, encumbrance, mortgage or deed of trust, or any other such interest originating from or through you. The Opportunity Equipment is the personal property of UVertz and UVertz has the right to protect its property interests by any and all legal means including filing UCC-1 statements.

8.3 Maintenance. You must maintain the Opportunity Equipment in accordance with any instructions provided by UVertz and in the same condition as when delivered to you (subject to normal wear and tear) and will promptly report to UVertz any damage to the Opportunity Equipment that you become aware of. You remain solely responsible for any authorized or unauthorized use of the Opportunity Equipment.

8.4 Return. Upon termination of these Terms: (a) you will promptly return to UVertz any and all Opportunity Equipment; and (b) you will pay UVertz for any damage to the Opportunity Equipment beyond normal wear and tear occurring during the Term ("Excessive Damage").

8.5 Repossession. If, following the expiration or earlier termination of these Terms, you fail to promptly return to UVertz any and all Opportunity Equipment, UVertz may (a) demand that you return the Opportunity Equipment to UVertz; (b) take possession of the Opportunity Equipment, wherever it may be located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such taking of possession; (c) abandon or disable any and all Opportunity Equipment, and (d) notwithstanding Section 16 below, pursue any other remedy available at law or in equity, including seeking damages, specific performance or an injunction. You agree you will cooperate and provide UVertz access to the Opportunity Equipment.

## 9. **Conduct.**

9.1 Personal Conduct. At all times while operating a vehicle containing Opportunity Equipment or otherwise engaging in activities in connection with the Opportunity, you agree that:

- You will not disparage UVertz, our advertisers and partners, or the Opportunity.
- You will conduct yourself in a professional manner that reflects favorably upon the goodwill and reputation of UVertz and its advertisers and partners.
- You will comply with all laws applicable to your activities (including all traffic laws).
- You will behave in a courteous, professional and respectful manner toward all persons.

## 10. **Payment.**

10.1 Opportunity Fees. As consideration for your participation in the Opportunity, UVertz agrees to pay you the fees described to you at the time of your registration, as may be modified from time to time by UVertz upon thirty (30) days' notice to you (the "Opportunity Fees"), provided that you submit to UVertz other information UVertz may reasonably request.

10.2 Taxes. You are responsible for and will pay all taxes and other governmental charges resulting from your participation in the Opportunity, except for government taxes imposed on the net income, personnel, or real property of UVertz.

11. **Modification of these Terms.**We reserve the right to change these Terms on a going-forward basis at any time upon 30 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 13, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

## 12. Term and Termination

12.1 Term. These Terms are effective beginning when you accept the Terms and ending when terminated as described in Section 10.2 (the "Term").

12.2 Termination. If you violate any provision of these Terms, your authorization to access and use the Service and these Terms automatically terminate. In addition, UVertz may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by emailing us at support@uvertz.com to notify us of your desire to end your participation in the Opportunity and returning all Opportunity Equipment.

12.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your User Account; (c) UVertz will inspect your Opportunity Equipment pursuant to Section 8.4 above and release to you the Termination Balance (if any) pursuant to Section 8.2 above; and (d) Sections 6.3, 7, 8, 10.2, 12.3, 13, 14, 15, 16 and 17 will survive.

12.4 Modification of the Service. UVertz reserves the right to modify or discontinue the Opportunity at any time, temporarily or permanently, without notice or liability to you.

13. **Indemnity.**To the fullest extent permitted by law, you are responsible for your participation in the Opportunity, and you will defend and indemnify UVertz and its

officers, directors, employees, consultants, investors, affiliates, subsidiaries and agents (together, the "UVertz Entities"), by counsel acceptable to UVertz, from and against every claim brought by a any party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your violation of or failure to comply with any portion of these Terms (including the Opportunity Requirements), any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (b) your use or installation of the Opportunity Equipment; (c) any services you provide to third parties (including in connection with a rideshare program) and any dispute or issue between you and a third party; and (d) your participation in the Opportunity, your vehicle or your driving behavior. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims. UVertz' prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or result in any ongoing material liability to any UVertz Entities.

#### **14. No Warranties**

14.1 No Warranties. THE OPPORTUNITY, OPPORTUNITY EQUIPMENT, SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE IN CONNECTION WITH THEREWITH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. UVERTZ DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE OPPORTUNITY, OPPORTUNITY EQUIPMENT, SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE IN CONNECTION THEREWITH. UVERTZ DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND UVERTZ DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

14.2 Exclusions. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. UVertz does not disclaim any warranty or other right that UVertz is prohibited from disclaiming under applicable law.

#### **15. Limitation of Liability**

15.1 Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE UVERTZ ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

(INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY UVERTZ ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

15.2 Direct Damages. EXCEPT AS PROVIDED IN SECTION 16.4 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE UVERTZ ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS PAID TO YOU BY UVERTZ IN RESPECT OF YOUR PARTICIPATION IN THE OPPORTUNITY IN THE 6 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM.

15.3 Allocation of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 16. **Dispute Resolution and Arbitration**

16.1 Generally. In the interest of resolving disputes between you and UVertz in the most expedient and cost effective manner, and except as described in Sections 8.5 and 16.2, you and UVertz agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND UVERTZ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.



16.2 Exceptions. Despite the provisions of Section 16.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) pursue an enforcement of an arbitration decision through the applicable federal, state, or local agency if that action is available; (b) seek injunctive relief in a court of law in aid of arbitration; or (c) to file suit in a court of law to address an intellectual property infringement claim. The prevailing party shall be entitled to an award of attorneys fees and costs.

16.3 Arbitrator. Any arbitration between you and UVertz will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting UVertz. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

16.4 Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). UVertz's address for Notice is: 9461 Charleville Boulevard, #334, Beverly Hills, California 90212. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or UVertz may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or UVertz must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by UVertz in settlement of the dispute prior to the award, UVertz will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

16.5 Fees. If you commence arbitration in accordance with these Terms, the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an

improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse UVertz for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Any failure to pay the arbitrator by the deadlines set forth in the AA Rules or to meet the deadlines set forth in the AAA Rules shall result in a default against you and an award against you and in favor of us and shall be nonappealable.

16.6 No Class Actions. YOU AND UVERTZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and UVertz agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

16.7 Modifications to this Arbitration Provision. If UVertz makes any future change to this arbitration provision, other than a change to UVertz's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to UVertz's address for Notice of Arbitration, in which case your account with UVertz will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

16.8 Enforceability. If Section 14.6 is found to be unenforceable or if the entirety of this Section 14 is found to be unenforceable, then the entirety of this Section 16 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 16.2 will govern any action arising out of or related to these Terms.

16.8 Statutes of Limitation: No demand for arbitration may be made after the earlier of (1) the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation, or (2) the expiration of one year from the date of the incident or the date the claim first arose, or (3) the expiration of one year from the date this Agreement was terminated.

## 17. Miscellaneous

17.1 Independent Contractors. NOTHING IN THIS AGREEMENT IS INTENDED OR SHALL BE DEEMED TO CONSTITUTE A PARTNERSHIP, AGENCY, EMPLOYER EMPLOYEE OR A JOINT VENTURE RELATIONSHIP BETWEEN YOU AND UVERTZ. YOU ARE AN INDEPENDENT CONTRACTOR IN ALL MATTERS PERTAINING TO THE OPPORTUNITY. YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY OF UVERTZ'S EMPLOYEE BENEFITS PLANS. NEITHER PARTY SHALL INCUR ANY LIABILITIES NOR ANY OBLIGATION OF ANY KIND (EXPRESS OR IMPLIED) FOR THE OTHER, EXCEPT TO THE EXTENT, IF AT ALL, SPECIFICALLY PROVIDED HEREIN. IT IS UNDERSTOOD AND AGREED THAT YOU WILL BE RESPONSIBLE FOR ALL INCOME, SOCIAL SECURITY, SELF-EMPLOYMENT OR PAYROLL, AND ANY OTHER STATE AND FEDERAL TAXES ON THE OPPORTUNITY FEES RECEIVED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ARE NOT AUTHORIZED TO BIND UVERTZ TO ANY LIABILITY OR OBLIGATION OR TO REPRESENT THAT UVERTZ HAS GRANTED YOU ANY AUTHORITY. YOU WILL INDEMNIFY AND HOLD UVERTZ HARMLESS TO THE EXTENT OF ANY OBLIGATION IMPOSED ON UVERTZ RESULTING FROM A DETERMINATION THAT YOU ARE NOT AN INDEPENDENT CONTRACTOR.

17.2 Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and UVertz submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the County of Los Angeles County, the State of California for resolution of any lawsuit or court proceeding permitted under these Terms.

17.3 Privacy Policy. Please read the UVertz Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The UVertz Privacy Policy, as may be changed from time to time by UVertz, is incorporated by this reference into, and made a part of, these Terms.

17.4 Additional Terms. Your participation in the Opportunity is subject to all additional terms, policies, rules, or guidelines applicable to the Opportunity that we may post on or link to from the Service (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

17.5 Third Party Services and Linked Websites. The Service may contain links to third party websites or services. Linked websites and services are not under UVertz's control, and UVertz is not responsible for their content or performance.

17.6 Consent to Electronic Communications. By participating in the Opportunity, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or

other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

17.7 Contact Information. The Opportunity is operated by UVertz, LLC, with an address of 9461 Charleville Boulevard, #334, Beverly Hills, California 90212. You may contact us by sending correspondence to that address or by emailing us at [support@uvertz.com](mailto:support@uvertz.com).

17.8 General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and UVertz regarding your participation in the Opportunity. You may not assign or transfer these Terms or your rights under these Terms (and any change of control, merger, divestiture, or reorganization shall be deemed a transfer) in whole or in part, by operation of law or otherwise, without our prior written consent which may be withheld at our sole discretion. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

18. **Notice Regarding Apple.** This Section 16 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and UVertz only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Software or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Software. If the Software fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Software. Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including: (a) product liability claims; (b) any claim that the Software fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Software and/or your possession and use of

the Software infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Software. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

(Last Updated: November 1, 2018)