

# TAPP Group Inc. Terms of Service

Effective: September 9, 2018

## Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and TAPP Group Inc. So please read them carefully.

By using TAPP or any of our other products or services that link to these Terms (we refer to these simply as the "Services"), you agree to the Terms. Of course, if you don't agree with them, then don't use the Services.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND TAPP GROUP INC. AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND TAPP GROUP INC. WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## 1. Who Can Use the Services

No one under 13 is allowed to create an account or use the Services. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

- You can form a binding contract with TAPP Group Inc.
- You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition.
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

## **2. Rights We Grant You**

TAPP Group Inc. grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services’ benefits in a way that these Terms and our usage policies, such as our Community Guidelines, allow.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so.

### **3. Rights You Grant Us**

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the Settings you have selected.

For all content you submit to the Services as "Private", you grant TAPP Group Inc. and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

Because "Public" Content is inherently public and chronicles matters of public interest, the license you grant us for this content is broader. In addition to granting us the rights mentioned in the previous paragraph, you also grant us a perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, sublicense, publicly perform, and publicly display Public Content in any form and in any and all media or distribution methods (now known or later developed). The above license rights will only be used for internal data and decisions with the sole purpose of curating content and experiences to you. TAPP Group Inc. will

NEVER use your name, likeness, and voice for any commercial or ad purpose.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Service.

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your ideas without compensating you.

## **4. The Content of Others**

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although TAPP Group Inc. reserves the right to review or remove all content that appears on the Services, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

Through these Terms and our Community Guidelines, we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms or Guidelines.

## 5. Privacy

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our Privacy Policy. We encourage you to give the Privacy Policy a careful look because, by using our Services, you agree that TAPP Group Inc. can collect, use, and share your information consistent with that policy.

## 6. Respecting Other People's Rights

TAPP Group Inc. respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right.
- bullies, harasses, or intimidates.
- defames.
- spams or solicits our users.

You must also respect TAPP Group Inc.'s rights. These Terms do not grant you any right to do any of the following (or enable anyone else to do so):

- use branding, logos, designs, photographs, videos, or any other materials used in our Services.
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of

the Services or the content on the Services except as set forth in these Terms.

- use the Services, any tools provided by the Services, or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help anyone else in doing so.

## 7. Respecting Copyright

TAPP Group Inc. honors the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if TAPP Group Inc. becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please fill out this form. Or you may file a notice with our designated agent:

TAPP Group Inc.  
Attn: Copyright Agent  
6140 Hollywood Blvd  
Los Angeles, CA 90028  
email: [help@tapptravel.co](mailto:help@tapptravel.co)

If you file a notice with our Copyright Agent, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- identify the copyrighted work claimed to have been infringed.
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material.
- provide your contact information, including your address, telephone number, and an email address.
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## **8. Safety**

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms.

- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
- You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- You will not use or attempt to use another user's account, username, or password without their permission.
- You will not solicit login credentials from another user.
- You will not post content that contains or links to pornography, graphic violence, threats, hate speech, or incitements to violence.
- You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
- You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.
- You will not probe, scan, or test the vulnerability of our Services or any system or network.
- You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use TAPP and drive. And never put yourself or others in harm's way just to capture content.

## **9. Your Account**

You are responsible for any activity that occurs in your TAPP account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You will not buy, sell, rent, or lease access to your TAPP account without our written permission.
- You will not share your password.
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to [help@tapprtravel.co](mailto:help@tapprtravel.co)

## **10. Data Charges and Mobile Phones**

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

If you change or deactivate the mobile phone number that you used to create a TAPP account, you must contact us at [help@tapptravel.co](mailto:help@tapptravel.co)

## **11. Third-Party Services**

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. TAPP Group Inc. is not responsible or liable for a third party's terms or actions taken under the third party's terms.

## **12. Modifying the Services and Termination**

We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

While we hope you remain a lifelong TAPPer, you can terminate these Terms at any time and for any reason by deleting your account.

TAPP Group Inc. may also terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop

providing you with any Services, or impose new or additional limits on your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you and TAPP Group Inc. continue to be bound by Sections 3, 6, 9, and 12-21 of the Terms.

## **13. Indemnity**

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless TAPP Group Inc., our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms.

## **14. Disclaimers**

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE TAPP GROUP INC. ATTEMPTS TO PROVIDE A GOOD USER

EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

TAPP GROUP INC. TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH TAPP GROUP INC. WILL BE RESPONSIBLE FOR.

## **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAPP GROUP INC. AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF TAPP GROUP INC. HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TAPP GROUP INC.'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID TAPP GROUP INC., IF ANY, IN THE LAST 12 MONTHS.

## **16. Arbitration, Class-Action Waiver, and Jury Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU AND TAPP GROUP INC. TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

- a. **Applicability of Arbitration Agreement.** You and TAPP Group Inc. agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that you and TAPP Group Inc. are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. To be clear: The phrase "all claims and disputes" also includes claims and disputes that arose between us before the effective date of these Terms.
- b. **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration

Association (“AAA”) and will be governed by the AAA Consumer Arbitration Rules, available here as of the date of these Terms, or by calling the AAA at 1-800-778-7879. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- c. Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- d. Fees. If you choose to arbitrate with TAPP Group Inc., you will not have to pay any fees to do so. That is because TAPP Group Inc. will reimburse you for your filing fee and the AAA’s Consumer Arbitration Rules provide that any hearing fees and arbitrator compensation are our responsibility. To the extent another arbitral forum is selected, TAPP Group Inc. will pay that forum’s fees as well.

- e. Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and TAPP Group Inc. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and TAPP Group Inc.
- f. Waiver of Jury Trial. YOU AND TAPP Group INC. WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and TAPP Group Inc. are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and TAPP Group Inc. over whether to vacate or enforce an arbitration award, YOU AND TAPP Group INC. WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
- g. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION

AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 18.

- h. Right to Waive. Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- i. Opt-out. You may opt out of this arbitration agreement. If you do so, neither you nor TAPP Group Inc. can force the other to arbitrate. To opt out, you must notify TAPP Group Inc. in writing no later than 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, your TAPP username and the email address you used to set up your TAPP account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement. You must either mail your opt-out notice to this address: TAPP Group Inc., ATTN: Arbitration Opt-out, 6140 Hollywood Blvd, Los Angeles, CA 90028, or email the opt-out notice to [arbitration-opt-out@tapptravel.co](mailto:arbitration-opt-out@tapptravel.co).
- j. Small Claims Court. Notwithstanding the foregoing, either you or TAPP Group Inc. may bring an individual action in small claims court.
- k. Arbitration Agreement Survival. This arbitration agreement will survive the termination of your relationship with TAPP Group Inc.

## **17. Exclusive Venue**

To the extent that these Terms allow you or TAPP Group Inc. to initiate litigation in a court, both you and TAPP Group Inc. agree that all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and TAPP Group Inc. consent to the personal jurisdiction of both courts.

## **18. Choice of Law**

Except to the extent they are preempted by U.S. federal law, the laws of California, other than its conflict-of-laws principles, govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter.

## **19. Severability**

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

## **20. Additional Terms for Specific Services**

Given the breadth of our Services, we sometimes need to craft additional terms and conditions for specific Services. Those additional terms and conditions, which will be available with the relevant Services, then become part of your agreement with us if you use those Services. If any part of those additional terms and conditions conflicts with these Terms, the additional terms and conditions will prevail.

## **21. Final Terms**

- These Terms (together with any additional terms applicable to specific Services you use) make up the entire agreement between you and TAPP Group Inc., and supersede any prior agreements.
- These Terms do not create or confer any third-party beneficiary rights.
- If we do not enforce a provision in these Terms, it will not be considered a waiver.
- We reserve all rights not expressly granted to you.
- You may not transfer any of your rights or obligations under these Terms without our consent.

## **Contact Us**

TAPP Group Inc. welcomes comments, questions, concerns, or suggestions. Please send us feedback at [help@tapptravel.co](mailto:help@tapptravel.co)