

"AdHub" - A mobile app from KnectUp LLC.

Terms of Use

Last updated October 14, 2021

Welcome, and thank you for your interest in the AdHub, a KnectUp, LLC ("KnectUp") mobile app. The following Terms of Use, together with KnectUp's [Privacy Policy](#), are a legally binding contract between you and KnectUp regarding your use of KnectUp's website, mobile applications, networks, and other related features or services (collectively, the "Service").

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," REGISTERING FOR AN ACCOUNT, DOWNLOADING THE KNECTUP MOBILE APPLICATION, ACCESSING, BROWSING, OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE KNECTUP PRIVACY POLICY, ANY APPLICABLE END USER LICENSE AGREEMENT, AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS").

If you are not eligible, or do not agree to all of the Terms, then please do not use the Service.

1. Eligibility.

You must be at least eighteen (18) years old to use the Service. By agreeing to the Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years old, (ii) that you have not previously been suspended, removed or deactivated from the Service, and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. Any breach of these representations may result in KnectUp revoking your permission to use the Service and any rights you have to The AR's in your account may terminate, pursuant to Section 13 of these Terms.

2. Privacy Policy; End User License Agreement; Additional Terms

- a. Privacy Policy. Please read the KnectUp Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information. The KnectUp Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.
- b. End User License Agreement. Your use of any mobile application or other downloadable software we may provide (each, an "App") is subject to an End User License Agreement. The applicable End User License Agreement depends on the platform on which the App is designed to run and the features of the App. The End User License Agreement will be presented to you when you download and/or install the App and will be accessible through the App. Apps are deemed part of the Service, and all such End User License Agreements are hereby incorporated into, and made a part of, the Terms by reference.
- c. Additional Terms. Your use of the Service is subject to any additional terms, rules, or guidelines applicable to certain services and features which we may post from time to time (the "Additional

Terms"). All such Additional Terms are hereby incorporated by reference into, and made a part of, the Terms.

3. Modification of the Terms.

We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. Please check the Terms periodically for changes. Your continued use of the Service after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to the Terms materially modifies your rights or obligations, we will make an effort to notify you of the change at least fifteen days prior to the effective date of such change, such as by sending you an email to the email address we have on file for you, or presenting a pop-up window or other notification to you through the Service when you log in, and we may require that you accept the modified Terms in order to continue to use the Service. Immaterial modifications are effective immediately upon publication, and material changes will be effective upon the earlier of (a) continued use of the Service with actual knowledge of the modification, or (b) fifteen (15) days following the change. However, modifications addressing new functions of the Service or modifications made for legal reasons will be effective immediately. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Terms in effect that the time the dispute arose.

4. Accounts and Registration.

To access most features of the Service you must register for an AdHub account. When you register for an account, you may be required to provide us with some information about yourself (such as your email address or other contact information). You agree that the information you provide to us is and will be accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You also agree to use one or more of the following multi-factor authentication methods in order to provide further security to your account: (i) phone number, (ii) email address, or (iii) such other method as may be offered by AdHub in its sole discretion. If you are accessing your AdHub account from a new device (or if you are logging in to your AdHub account for the first time), you must first log in using your username and password, then complete the multi-factor authentication process you have selected. Once you confirm your identity via the multi-factor authentication process, you will have full access to your AdHub account. You agree to accept responsibility for all activities that occur within and pursuant to your account. If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to notify us immediately - please send an email to support@knectup.com.

5. Ad>Returns program.

- a. Overview. KnectUp may offer one or more Ad-Engagement>Returns program ("AR") under which you may have the opportunity to earn a cash return using the AdHub mobile app. AR's are earned by your participation in AdHub ad viewing activities - viewing and engaging with display and video-based ads allowing you to earn AR's (collectively, "Activities"). KnectUp may limit, suspend, or terminate your

ability to participate in a AR Program in its sole and absolute discretion, and may void any AR, or potential returns you may have earned or accumulated in the AR Program, if we determine in our sole discretion that you have not complied with these Terms or any Additional Terms applicable to such participation. You agree to abide by the final and binding decisions of the Company regarding any AR Program and your participation in it. We reserve the right to change, suspend, or cancel all or a portion of a AR Program, including any AR you may have accrued, at any time without prior notice to you.

- b. Earning Ad>Returns. AR's can be earned by participating in the AdHub mobile app Activities. If you choose to participate and follow the instructions associated with an Activity, upon satisfying all of the requirements of the Activity, you will be awarded the AR associated with completing that Activity so long as KnectUp and/or its third-party Returns Program affiliates are able to properly track your valid and completed AR-earning Activities. For avoidance of doubt, KnectUp shall not be responsible for, nor shall KnectUp be obligated to award AR's to AdHub participants for, any Activity that is not properly recorded, tracked and/or deemed approved under KnectUp's or its third-party Returns Program affiliates' policies, procedures, and systems. There may be limitations on Activities and AR, so please be sure to review all applicable Additional Terms before deciding whether or not you would like to participate. Use of bot's or any form of automation is strictly forbidden with the use of AdHub and its Activities. We reserve the right to verify all completed Activities prior to or in connection with the awarding of AR for AdHub Activities. Some of the limitations on Activities and returns include (without limitation), our right to change or limit your ability to participate in certain Activities or the AR Program itself; our right to change or limit the allowable frequency of Activities; our right to change or limit the amount of AR you can earn for a given Activity or during a given time period; and our right to change the Activities or AR available, or the number of Activities required for a particular AR.
- c. Delivery of Ad>Returns. AR's are delivered via a Third-Party Payment Provider (e.g., PayPal Inc.) ("Authorized Money Transmitter"). A legitimate and personal PayPal or Venmo account is required for participation in the AR program. Delivery of a AR is dependent on Third-Party Payments made to KnectUp in conjunction with AdHub Activities performed. KnectUp is not liable or accountable for late or non-delivery of Third-Party Payments to AdHub users. Processing times may vary. AR's that are undeliverable or unclaimed for whatever reason (including, without limitation, because your Account information is incorrect or outdated) may be forfeited, and the AR's will not be awarded. Third-Party Payment Providers are subject to additional terms and conditions associated with your account with such Authorized Money Transmitter (the "Payment Provider Terms"). When you elect to distribute Returns through an Authorized Money Transmitter, you further agree (i) that KnectUp is acting as your agent with respect to the payment processing, and (ii) that you are bound by the applicable Payment Provider Terms made available by that Authorized Money Transmitter, as such Payment Provider Terms may be modified by the Authorized Money Transmitter from time to time.
- d. Inactive accounts. Any Account that has not been logged into for one year will be deemed inactive. Any outstanding AR earned may be deemed inactive and the Account closed. In such instances, to request Account reactivation (subject to such terms, limitations, and requirements as we may impose from time to time) you may reach us by using the "Contact Us", "Contact Member Services" or similar contact link in the footer of any of the KnectUp site. We may modify our inactive Account rules and policies in our AR Programs from time to time, and if your Account becomes inactive pursuant to such

then-current rules or policies, we may close your Account, without any compensation or further obligation to you. We may modify our AR expiration rules and policies for any AR in our Programs from time to time, and if your AR expire pursuant to such then-current rules or policies, we may remove such AR from your Account, without any compensation or further obligation to you regarding the expired AR.

6. Taxes.

Depending on applicable federal, state, and local tax laws, your distribution of AR's may be subject to taxes. You will be solely responsible for any and all tax liability arising out of your distribution of AR's and you agree to provide KnectUp with information KnectUp requests in connection with applicable federal, state, and local tax laws. You are solely responsible for any tax liability (including fees, penalties, or fines) incurred by KnectUp as a result of your action or inaction in connection with the foregoing (including your failure to provide KnectUp with information). You agree that KnectUp is authorized to offset such tax liability from your Returns.

7. Intellectual Property.

You acknowledge that the AdHub app, and related KnectUp Sites and Features have been developed, compiled, prepared, revised, selected, and arranged by KnectUp and others through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of KnectUp and others. It is our policy to enforce these intellectual property rights to the fullest extent permitted under law. The trademarks, logos and service marks ("Marks") displayed on the AdHub app and KnectUp Sites and Features are the property of KnectUp LLC. and cannot be used without the written permission of KnectUp that owns the Marks. The AdHub app and KnectUp Sites and Features are also protected as a collective work or compilation under U.S. copyright and other foreign and domestic laws and treaties. Users are prohibited from using (except as expressly set forth herein), transferring, disposing of, modifying, copying, distributing, transmitting, broadcasting, publicly performing, displaying, publishing, selling, licensing, or creating derivative works of any content on the AdHub app or KnectUp Sites and Features or our Services for commercial or public purposes. Nothing contained herein shall be construed by implication, estoppel or otherwise as granting to the user an ownership interest in any copyright, trademark, patent or other intellectual property right of KnectUp. KnectUp exclusively owns all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, know-how, "look and feel," compilations, magnetic translations, digital conversions, and other materials included within the AdHub app or KnectUp Sites and Features and related to our Services, and all modifications and derivative works thereof, and all intellectual property rights related thereto.

8. User Conduct.

You agree that you will not engage in any activity that interferes with or disrupts the AdHub app or KnectUp Sites and Features or our Services (or the servers and networks which are connected to our Services) or use any service to manipulate your computer or other device to gain any advantage on any

of our programs. Unless you have been specifically permitted to do so in a separate written agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell our Services for any purpose. You further agree that your use of the AdHub app or KnectUp Sites and Features and our Services shall not be fraudulent or deceptive, or unlawful, as determined in our sole and absolute discretion. You shall also comply with all usage rules found throughout the AdHub app and KnectUp Sites and Features and/or our Services, including, without limitation, any Do's and Don'ts or other guidelines posted on any of the AdHub app or KnectUp Sites and Features. Without limiting the generality of the foregoing, you agree not to use the AdHub app or KnectUp Sites and Features or our Services in order to:

- access (or attempt to access) any of our Services by any means other than through the interface that we provide;
- share a single Account with any person other than the registered Account holder;
- create and/or use multiple Accounts (i.e. only one Account is permitted per person);
- maintain or use any false identity or multiple identities, or otherwise fail to participate in our Services using your real identity and accurate contact, demographic and other information;
- submit any personal information (name, email, zip code, etc.), payment information (credit card number and expiration date, etc.), or other information which we determine in our sole discretion to have been false, inaccurate or otherwise invalid in connection with any Activities or any other use of the AdHub app or KnectUp Sites and Features or our Services;
- post, upload, transmit or otherwise disseminate information that (in our sole discretion) is obscene, indecent, vulgar, pornographic, sexual, hateful or otherwise objectionable;
- post spam links, and/or personal referral links in an aggressive, wanton, or otherwise inappropriate fashion, whether on any AdHub app or KnectUp Sites and Features or on any other web site or application;
- defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise act in an offensive or objectionable manner;
- upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service, other users' computers, or access to or functionality of the AdHub app or KnectUp Sites and Features;
- violate the contractual, personal, intellectual property or other rights of any party, including using, uploading, transmitting, distributing, or otherwise making available any information made available through the AdHub app or KnectUp Sites and Features or our Services in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- attempt to obtain account information, passwords or other private information from other members;
- improperly use support channels or complaint buttons to make false or frivolous reports to KnectUp or to communicate with our customer support representatives in a disrespectful, belligerent or inappropriate manner;

- develop, distribute, make use of, or publicly inform other members of: "auto" software programs, "macro" software programs, web crawlers or other script or "cheat utility" software programs or applications;
- share or distribute survey IDs, answers or other survey information, or otherwise coach or assist other members with regard to qualifying for or answering surveys;
- abuse any of our Services in a manner that does not reflect normal or appropriate human usage, such as conducting excessive searches or other Activities in our Returns Programs for the sole or primary purpose of receiving points, as we may determine in our sole discretion; or
- exploit, distribute or publicly inform other members of any error, miscue or bug ("Error") that gives an unintended advantage, violate any applicable laws or regulations, or promote or encourage any illegal or unauthorized activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for our Services. If you find an Error, we kindly request that you report it to our appropriate support team by using the "Contact Us", "Contact Member Services" or similar contact link in the footer of the KnectUp Site, or by email to: support@knectup.com.

If we determine in our sole discretion that you have violated these Terms, KnectUp may in its sole discretion issue you a warning regarding the violation prior to terminating or suspending any or all Accounts you have created (or which are associated with you) using our Services. However, you acknowledge and agree that KnectUp need not provide you with any warning or notice before terminating or suspending your Account(s) and/or your access to the AdHub app or KnectUp Sites and Features and our Services for any reason, at its sole and absolute discretion.

9. Digital Millennium Copyright Act; DMCA Notification.

We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Service, you may contact our Designated Agent via email: support@knectup.com or write to us using the following address:

KnectUp LLC. 5 Mill River Ln # A105 Ardsley NY 10502

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

10. Feedback.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), you hereby grant KnectUp an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, worldwide, royalty free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

11. Limitations on User Accounts.

A user may not create more than one (1) AdHub account. Each unique mobile device may not be associated with more than two (2) user accounts. Users who attempt to associate an excessive number of mobile devices with a single user account may be deemed to have violated these Terms of Use to the extent they are deemed by KnectUp to have abused the Service. AdHub is for personal use only. Use of AdHub on behalf of an organization or 3rd party is prohibited.

12. Term.

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the AdHub app and Service, and ending when terminated as described in Section 13.

13. Termination of Use; Discontinuation and Modification of the Service.

If you engage in Prohibited Conduct or otherwise violate any of the Terms, your permission to use the Service will automatically terminate and any rights you have to the Returns in your account will terminate and you will no longer be eligible to receive a distribution of such AR's. You also agree that we may, at any time and without notice to you, suspend or revoke your access to and use of the Service, and any accounts you may have in connection with the Service including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of KnectUp or any third party; or (ii) in connection with any general discontinuation of the Service. We also reserve the right to modify the Service at any time without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or revocation of your access to or use of the Service, provided that if we terminate your access to the Service other than for your breach of these Terms, you may be entitled to have your AR's distributed, as described in the Terms. You may terminate your account at any time by contacting us via email at support@knectup.com.

14. Effect of Termination.

Upon termination of these Terms: (a) in accordance with the applicable End User License Agreement, your license rights will terminate and you must immediately cease use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) all AR's will be terminated.

15. Ownership; Proprietary Rights.

The Service is owned and operated by KnectUp. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by KnectUp (the "Materials") are protected by United States copyright, trade dress, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content that is provided and owned by users of the Service, all Materials contained in the Service are the property of KnectUp or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to KnectUp or its affiliates and/or third-party licensors. Except as expressly authorized by KnectUp, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. KnectUp reserves all rights to the Materials not expressly granted in the Terms.

16. Indemnity.

To the fullest extent permitted by law, you are responsible for your use of the Service, and you agree to defend, indemnify and hold harmless KnectUp and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "KnectUp Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

17. Disclaimers; No Warranties.

THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE KNECTUP ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE

AVAILABLE, OR REFERRED TO YOU THROUGH THE SERVICE. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. KNECTUP DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT KNECTUP IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

18. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE KNECTUP ENTITIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE KNECTUP ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE KNECTUP SERVICE, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE KNECTUP ENTITIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE KNECTUP ENTITIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

EXCEPT AS PROVIDED IN SECTION 19.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE KNECTUP ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO KNECTUP FOR ACCESS TO AND USE OF THE SERVICE GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR (ii) \$10. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KNECTUP AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. 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 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. Dispute Resolution and Arbitration

ARBITRATION NOTICE. Except for certain kinds of disputes described in this Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY

ACCEPTING THESE TERMS, YOU AND KNECTUP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

1. **Generally.** In the interest of resolving disputes between you and KnectUp in the most expedient and cost effective manner, you and KnectUp agree that any and all disputes arising in connection with these Terms of Use shall be resolved by binding arbitration. Arbitration is more informal 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. Our agreement to arbitrate disputes includes, but is not limited to, 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 the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, you and KnectUp are each waiving the right to a trial by jury or to participate in a class action.
2. **Exceptions.** Notwithstanding subsection 19.1, we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
3. **Arbitrator.** Any arbitration between you and KnectUp will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting KnectUp.
4. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express (signature required), or in the event that we do not have a physical address on file for you, we may send notice to you by electronic mail ("Notice"). KnectUp's address for Notice is: KnectUp, Inc., Atten: Legal, 5 Mill River Ln # A105, Ardsley NY 10502. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 120 days after the Notice is received, you or KnectUp may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or KnectUp shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that if our dispute is finally resolved through arbitration in your favor, KnectUp shall pay you the greater of (i) the amount awarded by the arbitrator, if any, or (ii) the greatest amount offered by KnectUp in settlement of the dispute prior to the arbitrator's award.
5. **Fees.** In the event that you commence arbitration in accordance with these Terms, KnectUp will reimburse you for your payment of the filing fee, unless your claim is for greater than \$100, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in the state of Wyoming, provided that if the claim is for \$100 or

less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. 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 such case, you agree to reimburse KnectUp 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 shall 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.

6. **No class actions.** YOU AND KNECTUP 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 KnectUp 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.
7. **Modifications.** In the event that KnectUp makes any future change to this arbitration provision (other than a change to KnectUp's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to KnectUp's address for Notice, in which case your account with KnectUp shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.
8. **Enforceability.** If only Subsection 19.6 is found to be unenforceable or the entirety of this Section 19 is found to be unenforceable, then the entirety of this Section 19 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 20 shall govern any action arising out of or related to these Terms.

20. Governing Law; Venue.

These Terms, whether interpreted in a court of law or in arbitration, shall be governed by the laws of the State of Wyoming as they apply to agreements entered into and to be performed entirely within Wyoming by Wyoming residents, and without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and KnectUp agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the state of Wyoming for the purpose of litigating all such claims or disputes. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

21. General.

The Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and

KnectUp regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign the Terms at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

22. Contact Information.

If you have any questions regarding KnectUp, the Service, or the Terms please visit our Site or you can send an email to support@KnectUp.com.

23. Notice to California Residents.

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

24. No Support.

We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

25. Notice Regarding Apple.

This Section 25 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and KnectUp only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service 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 Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service 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 Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. 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 "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.