

Hifive Technologies - Terms of Service

TERMS AND CONDITIONS

These TERMS AND CONDITIONS ("*T&Cs*") set out the terms on which Hifive Technologies, Inc., a Delaware Corporation will provide you (also referred to as "*your*" or "*user*") access to and use of an online contactless tipping service available on or through our online proprietary platform, mobile application, or related services (collectively, the "*Services*"). You and Hifive Technologies, Inc. are referred to herein individually as a "*Party*" and jointly as the "*Parties*."

1. Acceptance. By indicating your acceptance to these T&Cs, you are entering into a legally binding agreement with us. You hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement. We may revise and update these T&Cs from time to time without prior notice to you and will post the updated T&Cs to the platform. Any changes to these T&Cs will apply immediately upon posting.

2. Provision of the Services.

2.1 General. The Services allow you to provide unsolicited monies or capital to hotel staff or housekeepers related to the provision of certain hospitality and house-keeping services ("*Tips*"). On the condition that you comply with all obligations under these T&Cs, we hereby grant you a limited, non-exclusive, revocable, non-assignable, non-transferable right to access and use the Services, for the sole purpose of providing Tips per our documentation and policies. Nothing in these T&Cs are intended to, or may be construed as, conferring by implication, estoppel or otherwise, any license or other grant of right to use any patent, copyright, trademark, service mark, or other intellectual property of Hifive Technologies, Inc. or any third-party, except as expressly provided in these T&Cs. You agree *not* to remove, obscure, or modify any trademark legend or copyright notice, author attribution, or other notice placed on or contained within the Services. All rights not otherwise expressly granted by these T&Cs are reserved to Hifive Technologies, Inc.. We reserve the right to modify the Services, in our sole discretion, at any time.

2.2 Use of the Services. To use the Services, you will need to provide us (or our third-party payment processor) with your first name, last name, payment card information, and other contact information as we may reasonably request. You must also select the staff member and/or housekeeper you desire to Tip. You represent and warrant to us that you will provide us with accurate, current and complete information. You are strictly responsible for all of your use of the Services. By using the Services, you (a) authorize us or our third-party payment processor the right to process and pay out your Tips to the selected staff member and/or housekeeper, (b) agree to immediately notify us if you discover or otherwise suspect any security breaches related to the Services, and (c) agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your personal information.

2.3 Restrictions. You will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, or any documentation or materials related to, or provided with, the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use, access or otherwise exploit the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to the Services; or (v) remove any proprietary notices or labels from the Services.

3. Fees and Costs. We (or our third-party payment processor) will collect and aggregate your completed transactions and deduct from such amounts (1) Hifive Technologies, Inc.'s platform fee, and (2) third-party payment processing or transaction fees and other costs reasonably incurred. All Tips shall be made in US Dollars, unless otherwise agreed. Any Tips made in non-US Dollars shall be converted to US Dollars prior to such pay out of the Tips. You acknowledge and agree that Hifive Technologies, Inc. does not operate, own, or control the third-party payment processor and you are subject to the terms and privacy and other policies of that third-party. You agree that we are not responsible for any delay, failure, damage, or liability caused by the third-party payment processor, any other third party. There shall be no refunds of any Tips made on the Hifive Technologies, Inc. platform.

4. Third-Party Services. Portions of the Services may utilize or include third-party services or provide links to certain third-party websites (collectively, "Third-Party Services"). When you engage a Third-Party Service, you are interacting with the third-party and not with us. Such Third-Party Services are not under our control and we are not responsible for the contents of such Third-Party Services, or any changes or updates to such Third-Party Services. Posting of a link to another website does not constitute endorsement of that website (or any of the products, services or other materials offered through that website) by us or our licensors. We are not responsible for the privacy practices of such Third-Party Services nor any data or information you may share with such Third-Party Services, and make no warranties, express or implied, as to any Third-Party Service or the services they provide. We encourage you to be aware of this when you leave the Services, and to read the terms and privacy statements of each Third-Party Services that you interact with and/or visit.

5. Ownership. Except for the limited personal information you provide when using the Services, we (or our licensors) own all right, title, and interest in and to: (a) the Services and the "look and feel" of the Services, including all software, ideas, processes, data, text, media, and other content available on or arising from the Services; and (b) our trademarks, logos, and brand elements (collectively, "Hifive Technologies, Inc. *Technology*"). You may not modify, duplicate, copy, reverse engineer, or reuse any portion of the Hifive Technologies, Inc. Technology other than as permitted under these T&Cs without our prior express written consent.

6. Termination. We may suspend or terminate your access to the Services or these T&Cs at any time, for any reason. We have no obligation to return any personal information to you and we may delete your personal information at any time. We shall not be liable to you, or any third party, for any Tips, compensation, reimbursement, or damages for termination of access to the Services.

7. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO PROMISES ABOUT THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY. THE SERVICES AND HIFIVE TECHNOLOGIES, INC. TECHNOLOGY ARE PROVIDED "AS IS", WITH ALL FAULTS. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (a) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE

OF DEALING OR USAGE OF TRADE; (b) THAT THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (c) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICES AND HIFIVE TECHNOLOGIES, INC. TECHNOLOGY. WE MAY PAUSE OR INTERRUPT ACCESS TO OR USE OF THE SERVICES AT ANY TIME, AND YOU SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES WILL CREATE ANY OTHER WARRANTY.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING FROM OR RELATING TO THESE T&CS, THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY UNDER THESE T&CS FOR OUR BREACH OF THESE T&CS IS TO STOP USING THE SERVICES.

9. Indemnification. YOU WILL INDEMNIFY AND HOLD US, AND OUR LICENSORS, PROVIDERS AND AGENTS, HARMLESS AGAINST ANY AND ALL LIABILITIES ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE T&CS, BREACH OF CONFIDENTIALITY OBLIGATIONS HEREIN, YOUR USE OF THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, AND YOUR PERSONAL INFORMATION, WE RESERVE THE RIGHT TO ASSUME THE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY THIRD-PARTY CLAIM, ACTION, SUIT OR PROCEEDING FOR WHICH YOU ARE OBLIGED TO INDEMNIFY US. YOU WILL COOPERATE WITH US WITH RESPECT TO SUCH DEFENSE AND SETTLEMENT.

10. Confidentiality. You will hold in confidence all information regarding the Services or these T&Cs, and you will take all steps reasonably necessary to preserve the confidentiality of such information. Hifive Technologies, Inc.'s confidential information will not be used or disclosed by you for any purpose except (a) as necessary to exercise rights or perform obligations under these

T&Cs, or (b) as required by law, provided that you give Hifive Technologies, Inc. reasonable opportunity to obtain a protective order. Hifive Technologies, Inc. may disclose your acceptance to these T&Cs to its actual or potential investors, creditors, professional advisors, or attorneys who are subject to a duty of confidentiality.

11. Miscellaneous.

11.1 Statistical Information. Notwithstanding anything else in the Agreement or otherwise, we may monitor your use of the Services and use or exploit such usage data in an aggregate or anonymous manner, to compile statistical and performance information related to the efficacy, provision and operation of the Services or to develop and commercialize new products or services. We may make such information publicly available, provided that such information does not incorporate your personal information in a way that is directly traceable to you and/or identify you on a stand-alone basis. We retain all intellectual property rights in such aggregated and/or anonymous information.

11.2 Assignment. You shall not assign or transfer any rights or obligations under these T&Cs without the prior written consent from Hifive Technologies, Inc.

11.3 Hosting Providers. You acknowledge that the Platform is hosted by third-party hosting providers (the "*Hosting Providers*"). We may change our Hosting Providers at any time. Your use of the Services is subject to any applicable restrictions or requirements imposed by the Hosting Providers. Notwithstanding any other provision of these T&Cs, we shall not be liable for any problems, failures, defects or errors with the Services to the extent caused by the Hosting Providers. We are not responsible for the acts and omissions of the Hosting Providers.

11.4 Waiver. No waiver by either Party of any of the provisions of these T&Cs are effective unless explicitly set forth in writing and signed by such Party.

11.5 Force Majeure. We will not be liable hereunder by reason of any failure or delay in the performance of our obligations under these T&Cs on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond our reasonable control.

11.6 Governing Law and Venue. The laws of the State of Texas, USA will govern these T&Cs and any dispute arising hereunder without giving effect to the choice of law provisions thereof. You hereby consent to jurisdiction and venue in any federal or state court located within the State of Texas, and you shall not bring any suit, claim or other cause of action except in a court within the State of Texas, USA.

11.7 Notices. You agree that an email to your email address on record will constitute formal notice under these T&Cs.

11.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in these T&Cs shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11.9 Severability. If any provision of these T&Cs is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these T&Cs or invalidate or render unenforceable such provision in any other jurisdiction; provided that, the Parties shall negotiate in good faith potential modifications to these T&Cs to most closely reflect their original intent for the invalid, illegal or unenforceable provision.

Entire Agreement. Except as otherwise expressly provided in writing, these T&Cs sets forth the entire agreement between you and us regarding the subject matter of the terms herein, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter.