

Terms & Conditions

1. AGREEMENT

These Terms of Use (the "Agreement") constitute a legally binding agreement by and between taboom inc, (hereinafter, "taboom inc") and you and your company (in either case, ("You" or "Your") concerning Your use of the www.postmunk.me website (the "Website") and the services available through the Website (the "Services"). By using the Website and Services, You represent and warrant that You have read and understood, and agree to be bound by, this Agreement and taboom inc' Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference and made part of this Agreement. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES.

2. PRIVACY POLICY

By using the Website, You consent to the collection and use of certain information about You, as specified in the Privacy Policy.

3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, TABOOM INC RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless taboom inc obtains Your express consent, any revised Privacy Policy will apply only to information collected by taboom inc after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

4. ELIGIBILITY

BY USING THE WEBSITE AND THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual using the Website or Services on behalf of a

company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

5. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, taboom inc grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services. The Website, or any portion of the Website, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of taboom inc. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of taboom inc or any other party. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

6. USER INFORMATION/SECURITY

In connection with Your use of the Services, You are required to complete a registration form. You represent and warrant that all user information You provide on the registration form or otherwise in connection with Your use of the Website and Services, will be current, complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy by visiting Your personal profile. For additional information, see the section concerning "User Ability to Access, Update, and Correct Personal Information" in taboom inc' Privacy Policy.

You are also required provide a username and password. You are entirely responsible for maintaining the confidentiality of Your username and password. You may not use the account, username, or password of any other user at any time. You agree to notify taboom inc immediately of any unauthorized use of Your account, username, or password. taboom inc shall not be liable for any loss that You incur as a result of someone else using Your account, username or password, either with or without Your knowledge. You may be held liable for any losses incurred by taboom inc, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password.

7. NO GUARANTEE OF RENTAL/SALE

TABOOM INC DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ADS, OR YOUR USE OF THE WEBSITE AND SERVICES, WILL RESULT IN THE RENTAL OR SALE OF PROPERTIES.

8. USER CONTENT

"User Content" is any content, materials or other information (not including Personal Information, as defined in taboom inc' Privacy Policy) that You upload or post to, or otherwise make available via, the Website. YOU HEREBY GRANT TABOOM INC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "TABOOM INC PARTIES") A PERPETUAL, FULLY PAID-UP, WORLDWIDE, SUBLICENSABLE, IRREVOCABLE, ASSIGNABLE LICENSE TO COPY, DISTRIBUTE, TRANSMIT, PUBLICLY DISPLAY OR PERFORM, EDIT, TRANSLATE, REFORMAT AND OTHERWISE USE USER CONTENT IN CONNECTION WITH THE OPERATION OF THE WEBSITE, SERVICES OR ANY OTHER SIMILAR OR RELATED BUSINESS, IN ANY MEDIUM NOW EXISTING OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN ADVERTISING AND PUBLICITY. You hereby represent and warrant that You own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided the taboom inc Parties under this section.

9. FEES & BILLING; NO REFUNDS; LATE CHARGES

By registering with the Website and selecting either a monthly or yearly subscription plan (in each case, "Monthly Plans" and "Yearly Plans"), you expressly authorize taboom inc to charge You the then current recurring Monthly Plan fee or Yearly Plan fee, whichever is applicable, (collectively, "Subscription Fees"). Upon registration, Monthly Plan subscribers will be billed a prorated Subscription Fee for the first month (if less than a full calendar month) and the full Subscription Fee on the first (1st) of each calendar month thereafter, unless and until You cancel Your Monthly Plan. Monthly Plan subscribers will also be billed the then current set-up fee upon registration. Yearly Plan subscribers will be billed the full Subscription Fee upon registration, and on each yearly renewal thereafter, unless and until You cancel Your Yearly Plan. ALL FEES AND CHARGES ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. taboom inc RESERVES THE RIGHT, IN taboom inc' SOLE DISCRETION, TO CHANGE THE FEES AND CHARGES IN EFFECT, OR TO ADD NEW FEES AND CHARGES, BY POSTING SUCH CHANGES ON THE WEBSITE OR PROVIDING NOTICE TO YOU. Should you wish to cancel Your subscription plan, please email your cancellation request to support@postmunk.me.

If taboom inc does not receive the full Subscription Fee within thirty (30) days of the applicable billing date, a late payment charge of ten dollars (\$10.00) per month may be added to Your bill and immediately become due and payable. Unless You notify taboom inc of any discrepancies within sixty (60) days after they first appear on Your account statement, they will be deemed accepted by You for all purposes. You release taboom inc from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to taboom inc within sixty (60) days of its first appearance on an invoice.

10. THIRD-PARTY SERVICES

Certain of the Services offered through the Website are provided, in whole or in part, by third parties ("Third-Party Services" as provided by "Third-Party Service Providers"). In order to use Third-Party

Services, You may be required to enter into additional terms and conditions with Third-Party Service Providers. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, YOU MUST NOT USE THE RELATED THIRD-PARTY SERVICES. In the event of any inconsistency between terms and conditions relating to Third-Party Services and the terms and conditions of this Agreement, those additional terms and conditions will control, although only with respect to such Third-Party Services. The providers of Third-Party Service Providers may collect and use certain information about you, as specified in the Third-Party Service Providers' privacy policies. Prior to providing information to any Third-Party Service Provider, you should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER'S PRIVACY POLICY, YOU MUST NOT USE THE RELATED THIRD-PARTY SERVICES.

11. THIRD-PARTY WEBSITES

Taboom inc may have established relationships with websites of third parties ("Third-Party Websites"), including Third-Party Service Providers and online classified websites (such as Craigslist.). Taboom inc does not have control over the content and performance of Third-Party Websites. TABOOM INC HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE, OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. ACCORDINGLY, taboom inc DOES NOT REPRESENT, WARRANT OR ENDORSE: (I) ANY THIRD-PARTY WEBSITE; (II) THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES; (III) THAT THIRD-PARTY WEBSITES OR SERVICES WILL MEET YOUR REQUIREMENTS; AND (IV) THAT THE OPERATION OF THIRD-PARTY WEBSITES OR SERVICES WILL BE ONGOING, UNCHANGED, UNINTERRUPTED OR ERROR-FREE. taboom inc DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

12. OBJECTIONABLE CONTENT

You represent and warrant that you shall not use the Website or Services to upload, post, transmit, or distribute any content, information or materials that: (a) are libelous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) violate the Fair Housing Act by stating a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics); incite, encourage or threaten physical harm against another; (c) include personal or identifying information about another person without that person's explicit consent; (d) promote or glorify racial intolerance, use hate and/or racist terms, or signify hate towards any person or group of people; (e) glamorize the use of hard core illegal substances and drugs; (f) violate any provision of this Agreement or any other taboom inc agreement or policy; or (g) is generally offensive or in bad taste, as determined by taboom inc (collectively, "Objectionable Content"). Without limiting any of its other remedies, taboom inc the right to terminate Your use of the Website and Services or Your uploading, posting, transmission or

distribution of Objectionable Content. taboom inc in its sole discretion, may delete any Objectionable Content from its servers. taboom inc intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

13. PROHIBITED USES

taboom inc imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) provide false, misleading or inaccurate information to taboom inc; (b) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity; (c) harvest or otherwise collect information about taboom inc' users, including email addresses and phone numbers; (d) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites; (e) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (f) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (g) interfere or attempt to interfere with the use of the Website or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing"; (h) use the Website or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (i) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission or distribution by means of, the Website or Services; or (j) attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by taboom inc in providing the Website or Services. Any violation of this section may subject You to civil and/or criminal liability.

14. INTELLECTUAL PROPERTY

(a) Compliance with Law

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload or post, transmit or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES. YOU BEAR THE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS.

(b) Trademarks

taboom inc, postmunk.me and the "taboom inc logo" (collectively, the "taboom inc Marks") are trademarks or registered trademarks of taboom inc, LLC. Other trademarks, service marks, graphics,

logos and domain names appearing on the Website may be the trademarks of third-parties. Neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, the taboom inc Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the taboom inc Marks generated as a result of Your use of the Website and Services will inure to the benefit of taboom inc, LLC, and You agree to assign, and hereby do assign, all such goodwill to taboom inc, LLC. You shall not at any time, nor shall You assist others to, challenge taboom inc, LLC's right, title, or interest in or to, or the validity of, the taboom inc Marks.

(c) Copyrighted Materials; Copyright Notice

All content and other materials available through the Website and Services, including without limitation the taboom inc logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by taboom inc, LLC or are the property of taboom inc, Third-Party Service Providers, licensors and suppliers. Except as explicitly provided, neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to any such materials. Copyright 2017 to the present, taboom inc, LLC. ALL RIGHTS RESERVED.

15. DISCLAIMERS; LIMITATION OF LIABILITY

(a) NO WARRANTIES.

taboom inc, ON BEHALF OF ITSELF AND ITS THIRD PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, taboom inc, ON BEHALF OF ITSELF AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER taboom inc NOR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER taboom inc NOR ITS THIRD PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER FOR YOUR USE OF THE WEBSITE OR SERVICES.

(b) YOUR RESPONSIBILITY FOR DAMAGE; BACKUP OF DATA

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD taboom inc OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IMPORTANTLY, YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC SERVER FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR

ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

(c) LIMITATION OF LIABILITY

THE LIABILITY OF TABOOM INC AND ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL taboom inc OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO taboom inc OR ITS LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF taboom inc AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE PRICE YOU PAID TO taboom inc DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN taboom inc AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

(d) APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND taboom inc OR BETWEEN YOU AND ANY OF taboom inc' THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. taboom inc' THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

16. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other taboom inc policies, and with any applicable laws or regulations.

17. INDEMNITY BY YOU

Without limiting any indemnification provision of this Agreement, You agree to defend, indemnify and hold harmless taboom inc and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns and Third-Party Service Providers (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) Your access to or use of the Website or Services; (iii) Your provision to taboom inc or any of the Indemnified Parties of information or other data; (iv) Your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation; (v) Your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

18. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement, including without limitation this Agreement interpretation, shall be treated as though this Agreement were executed and performed in San Francisco, California and shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

(a) Requirement of Arbitration.

You agree that any dispute, of any nature whatsoever, between You and taboom inc arising out of or relating to the Website, Services, or this Agreement, shall be decided by neutral, binding arbitration before a representative of the JAMS in San Francisco, California unless You and taboom inc mutually agree to a different arbitrator, who shall render an award in accordance with the substantive laws of California and JAMS' Streamlined Arbitration Rules & Procedures. A final judgment or award by the arbitrator may then be duly entered and recorded by the prevailing party in

the appropriate court as final judgment. The arbitrator shall award costs (including, without limitation, the AAA fee and reasonable attorney's fees) to the prevailing party.

(b) Remedies in Aid of Arbitration; Equitable Relief.

This agreement to arbitrate will not preclude You or taboom inc from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or taboom inc from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

19. TERM AND TERMINATION

(a) Term; Automatic Renewal

This Agreement shall begin on the date You register with the Website and remain in effect for an initial term of one (1) month or one (1) year, as the case may be. Unless terminated by You upon thirty (30) days written notice prior to the end of the initial term or any renewal term, the Agreement shall automatically renew for successive one (1) month or one (1) year terms, as the case may be, at the renewal rates applicable at the start of each renewal term.

(b) Termination

Taboom inc may terminate this Agreement without notice or liability, for any reason or no reason, at any time. This Agreement may be terminated at any time by either party, effective immediately upon written notice, if the other party: (i) files a voluntary petition in bankruptcy, (ii) makes an assignment for the benefit of its creditors, or (iii) breaches any of the material terms of this Agreement if breach is not remedied within thirty (30) days from receipt of written notice of such breach.

(c) Effect of Termination; Survival

Upon termination of this Agreement, all outstanding obligations relating to payments will survive. Without limiting the foregoing, any termination of this Agreement will automatically terminate all rights, licenses and obligations granted by or created hereunder, except that the following sections of this Agreement and any other provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination: 1-3, 6-8, 10-21, 22(c), 23-24.

20. NOTICES

All notices required or permitted to be given under this Agreement must be in writing. taboom inc shall give any notice by email sent to the most recent email address, if any, provided by the intended

recipient to taboo inc. You agree that any notice received from taboo inc electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH taboo inc IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY taboo inc OF AN EMAIL TO THAT ADDRESS. You shall give any notice to taboo inc by means of: (1) email at: aaron@postmunk.me; (2) U.S. mail, postage prepaid, to 1509 41st Ave, Oakland, CA 94601; or (iii) email in accordance with this Agreement.

21. GENERAL

This Agreement constitutes the entire agreement between taboo inc and You concerning Your use of the Website and Services. This Agreement may only be modified by a written amendment signed by an authorized executive of taboo inc or by the unilateral amendment of this Agreement by taboo inc and by the posting by taboo inc of such amended version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of taboo inc. taboo inc may assign this Agreement in connection with a merger, acquisition, or a sale of all or substantially all of its assets related to this Agreement. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You and taboo inc are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except for the taboo inc Parties and the Indemnified Parties as and to the extent set forth in Section 11, 16 and 20 and taboo inc' Third-Party Service Providers, licensors and suppliers as and to the extent expressly set forth in Section 18, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to taboo inc and taboo inc' Third-Party Service Providers, licensors and suppliers, and would therefore entitle taboo inc or taboo inc' Third-Party Service Providers, licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.