

PURPLE DELIVERY TERMS OF USE

PLEASE READ THIS DOCUMENT. It contains important information regarding the relationship between you and Purple Services Inc. (“Purple” or “us”). Your acceptance of these terms of use (these “Terms of Use”) is required in order for you to use Purple’s services and technology. These Terms of Use also contain the terms and conditions for the agreements (“Service Contracts”) between those users offering to provide services (“Providers”), and those users seeking to obtain services (“Buyers”). All Service Contracts are between Providers and Buyers and not Purple. Purple will fulfill its obligations to you as a user of Purple’s services and technology, but Purple is not responsible or liable for the performance of either Provider’s or Buyer’s obligations under the Service Contract. These Terms of Use limit Purple’s liability.

1. Your Acceptance of the Terms of Use

1.1 These Terms of Use govern your use of the Purple Services Inc.’s and its affiliates’ (collectively, “we,” “our,” “us,” or “Purple”) online and mobile web site (the “Website” or collectively, the “Websites”) and our tablet and smartphone applications (the “Application” or collectively the “Applications”). By using, visiting, or browsing the Websites or using the Applications, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not use the Websites or Applications. These Terms of Use are an ongoing contract between you and Purple and apply to your use of the Websites, Applications and other services and platforms Purple makes available to its users (collectively, the “Technology”). These Terms of Use affect your rights and you should read them carefully.

1.2 You understand and agree that Purple is a technology company. We provide a technology platform to facilitate transactions between those users of our Technology seeking to provide certain services (“Providers”) and those users of our Technology seeking to purchase certain services (“Buyers”). Providers and Buyers are sometimes referred to collectively as “Users” and individually as a “User.” We do not provide transportation or delivery services; we do not sell products; we are not a carrier service; we are not a party to the contract entered into by and between a Provider and a Buyer using Purple’s Technology.

1.3 BY ACCEPTING THESE TERMS OF USE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS OF USE JUST AS IF YOU HAD SIGNED THESE TERMS OF USE.

2. Account and Registration Information

2.1 If you use the Technology, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, smartphone or tablet, and you agree to accept responsibility for all activities that occur under your account or password. The Technology can be used to sell products to adults, who can purchase with a credit card. If you are under eighteen (18), you may use the Technology only with the involvement of a parent or guardian. In its sole discretion, Purple reserves the right to refuse service, terminate accounts, remove or edit content, or cancel transactions entered into using the Technology.

2.2 As a condition of your use of the Technology, you agree to: (a) provide Purple with true, accurate, current and complete information as prompted by the our registration forms, when registering for or using the Technology; and (b) update and maintain the truthfulness, accuracy and completeness of such information as such information changes.

2.3 Use of the Technology or entering into any particular transaction supported by the Technology may be restricted or prohibited in your area. You are responsible for knowing the laws to which you are subject, and for complying with those laws. Use of the Technology is void where prohibited or where the underlying transaction is prohibited and its use is subject to your compliance with any applicable restrictions imposed by the law.

2.4 Purple will assign you a user ID and a password when you register. Your user ID and password may only be used by you. You are solely responsible for maintaining and protecting the confidentiality of your user ID and password, and are fully responsible for all activities that occur under your user ID and password.

2.5 In using Purple's Technology, you agree that you: (a) will not access, download or copy any information contained on our Technology through artificial means (including, but not limited to, spiders, hacking devices, computer programs, bots or other such means); (b) will not take any action that would undermine the review and rating process used by the Technology; (c) will not attempt to gain unauthorized access to the Technology, other user accounts, or other computer systems or networks connected to the Technology; (d) will not use the Technology in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights; (e) will not use the Technology in any way that could interfere with the rights of Purple or the rights of other users of the Technology; (f) agree not to re-sell or assign your rights or obligations under these Terms of Use; (g) will not reproduce, duplicate, copy, sell, re-sell or exploit any Technology; (h) will not create an account or use Purple's Technology if your account previously has been terminated by Purple or if you previously have been banned from using the Technology; (i) will not register for more than one account or register for an account on behalf of an individual other than yourself; (j) will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and (k) will not advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

2.6 Use of the Technology is void where prohibited.

3. Modifications to Terms of Use

Purple reserves the right to modify these Terms of Use at any time, effective upon posting the amended terms on this site. If Purple makes changes, Purple will notify you by, at a minimum, revising the "Last Updated" date at the top of these Terms of Use. You are responsible for regularly reviewing the Terms of Use. Continued use of the Technology after any such changes shall constitute your consent to those changes. If you do not agree to any such changes you may not use or access the Technology.

4. Transaction Matching

4.1 The primary transactions that Purple provides Technology to support is the provision of services related to ensuring a Buyer is able to reliably operate his or her vehicle (“Reliability Services”). There are many activities that could fall within what Purple considers Reliability Services. This may include, among other things, having fuses delivered, battery charging, providing fuel for a vehicle, filling tires with air, supplying windshield wipers or supplying windshield washing fluid. Any activities that Purple provides Technology to support will be clearly identified in the Technology. You may not use the Technology to engage in any transaction other than those clearly identified in the Technology.

4.2 When a potential Buyer is interested in engaging in a particular transaction, the Buyer will select the relevant Reliability Service in the Technology and request offers from potential Providers. Potential Providers will offer to provide the relevant Reliability Service, and the potential Buyer will receive notice of which potential Providers have offered to provide the relevant Reliability Service. The Buyer may accept an offer or reject all offers. A Buyer may not accept more than one offer. Once the Buyer accepts an offer from a Provider, a contract (the “Service Contract”) is formed between the Buyer and the Provider. Purple will continue to facilitate completing the transaction using the Technology, but Purple is not responsible for either the Buyer’s or the Provider’s ultimate performance of the Service Contract.

4.3 Pricing for each Reliability Service supported by the Technology will be identified in the Technology before Buyer accepts an offer. Pricing is comprised of four (4) components: (a) the Reimbursable Amount; (b) the Purple Service Charge; (c) Provider Surcharges; and (d) Taxes. The total amount of these charges is referred as the “Transaction Price.”

(a) The Reimbursable Amount is the amount that Purple has determined, using its internal algorithms, is a reasonable amount for a Buyer to reimburse a Provider for the provision of the relevant Reliability Service. This amount can be based on a number of factors including, but not limited to, average prices in the local area, ability to access the area, the time of day and current demand for services in the area. It is unlikely that the Reimbursable Amount will be the lowest cost option for the Buyer. It is important for Users to understand that Purple’s Technology does not support transactions that use or rely on weight, measuring or counting instruments or devices or transactions that are based on the sale or delivery of any unit of weights or measures. Where quantities are at issue, Purple defines a quantity as that which Purple reasonably expects to be provided in connection with the relevant Reliability Service. For example: (i) if the Reliability Service is related to the supply and installation of two (2) new windshield wipers, then Purple expects that the Provider would deliver two (2) new windshield wipers; (ii) if the Reliability Service is related to the supply and filling of a vehicle with approximately one (1) gallon of windshield wiper fluid, then Purple expects that the Provider would deliver a single, pre-packaged one (1) gallon container of windshield wiper fluid and use that fluid to refill the vehicles windshield wiper reservoir with the full amount that the reservoir could safely hold, up to the full contents of that one (1) gallon container; or (iii) if the Reliability Service is related to a medium level of gasoline refueling service, then Purple expects that the Provider would fill two (2), six (6) gallon gasoline containers with approximately five (5) gallons of gasoline (plus or minus one half gallon (1/2) per container) each, and would fill the vehicle’s gasoline tank with as much gasoline as the tank could safely hold up to the amount in those containers. Buyer is not guaranteed a specific weight or measure of a particular product nor is Provider obligated to supply a specific weight or measure. Actual amounts delivered or supplied may vary within reasonable limits. In order for

Providers to be reimbursed for any Reimbursable Amount, they are required to deliver to Purple a receipt evidencing the quantity purchased. Purple will forward to Provider the funds received from Buyer for the Reimbursable Amount up to the lesser of (a) the actual quantity purchased by Provider evidenced on the receipt, and (b) the maximum quantity permitted for the applicable Reliability Service. Buyer is responsible for paying for the Reliability Service even if Provider was not able to provide this maximum quantity. The Reimbursable Amount will be set before the Service Contract is formed, and this amount (and no more) will be remitted to Provider.

(b) The Purple Service Charge is the charge Purple assesses for use of the Technology. This charge is set by Purple in its sole discretion and may be changed at any time and from time to time by Purple. The amount of the Purple Service Charge will be set before the Service Contract is made. The Provider receives a portion of the Purple Service Charge, net of the fees retained by Purple. Providers will know the fees charged by Purple before they submit an offer to provide Reliability Services to a potential Buyer.

(c) Provider Surcharges are those fees or surcharges that a particular Provider assesses. As discussed below, each Provider is rated, and may have certain certifications and may offer certain extras associated with providing services under the Service Contract. For example, a Provider may offer to perform Reliability Services wearing a suit and tie, but charge an additional \$2.00 because of that. Because Purple serves only to facilitate transactions, Purple would like to afford Providers with the ability to be entrepreneurial, and maximize value by customizing how they offer Reliability Services. Similarly, Purple wishes to give Buyers the ability to select Reliability Services that best match their needs or desires. The amount of the Provider Surcharge will be known to the potential Buyer before an offer is accepted. The Provider Surcharge is not, and should not be considered, a tip or gratuity. Purple's Technology does not facilitate the transfer of tips or gratuities to Providers. The full amount of the Provider Surcharge is remitted to the Provider, less specific transaction fees that may be imposed by Purple and disclosed to the Provider before the Service Contract is formed.

(d) Taxes are any taxes or other charges that Purple is obligated or has elected to collect in support of the transaction. To the extent that any Taxes are collected by Purple, the amount of those Taxes will be known to Buyer before accepting an offer and the amount will be remitted as required by applicable law.

4.4 Once a Service Contract is formed between a Buyer and a Provider, Buyer is obligated to pay the Transaction Price, and Provider is obligated to perform the applicable Reliability Service. Each of Buyer and Provider agree that their Service Contract is subject to the terms and conditions set forth below under "Service Contract Terms".

4.5 Once a Service Contract is formed, Buyer may not cancel the Reliability Service unless the Provider consents to cancellation and both Users have notified Purple through the Technology that the Reliability Service was cancelled. Provider must notify Buyer and Purple through the Technology once the Reliability Service is complete. If Provider is unable to complete the Reliability Service for any reason, Provider must notify Buyer and Purple to this effect through the Technology.

5. Payment

5.1 Upon completion of the Reliability Service under a Service Contract, Buyer will pay to Purple the full Transaction Price. Buyer agrees to pay all charges incurred on his or her credit card, debit card, or other payment method set up in the Buyer's account. If for any reason, Purple is unable to process the payment, Purple will notify Buyer and Provider to this effect through the Technology. Buyer is obligated to take all actions reasonably necessary or appropriate to immediately effect the full payment irrespective of any pending dispute with a Provider. If Buyer disputes payment to a Provider, Buyer will notify Purple through the Technology promptly, but in any event no later than fifteen (15) days after the Reliability Service was performed. If Buyer uses the Technology to notify Purple of the dispute within this fifteen (15) day period, Purple will not remit any payment to Provider until Purple receives satisfactory evidence from Buyer and Provider that the dispute is resolved and Purple has received instructions for the distribution. If such a dispute is not resolved within ninety (90) days, Purple may, but is not obligated to, release the funds, net of the Purple Service Charge and any applicable Taxes, back to Buyer. Purple is not responsible for the release or recovery of any funds distributed to a Provider associated with a dispute that Purple receives notice of more than fifteen (15) days after the Reliability Service was completed.

5.2 Purple will facilitate all payments through a third party payment processing service. Buyer and Provider each consent to the use of the third party payment processing service selected by Purple and acknowledge that such service provider may change from time to time.

5.3 Purple will remit the amounts owed to Provider for the applicable Reliability Service within thirty (30) days after receipt of funds from Buyer. Provider will receive its total net disbursement once per month. Purple currently makes disbursements on one (1) specific day of the month, which day may change from time to time and if such day is a weekend or holiday, Purple will make the distribution on the first business day after such day.

6. Service Contract Terms

6.1 The terms and conditions set forth in this Section 6 set forth the terms and conditions of the Service Contract pursuant which Buyer has agreed to purchase Reliability Services from Provider and under which Provider has agreed to perform such Reliability Services. Purple is not a party to the Service Contract, but is a third party beneficiary of the Service Contract.

6.2 Using the Technology, Provider has offered to provide certain Reliability Services to Buyer and Buyer has agreed to purchase the Reliability Services. The Reliability Services and the Transaction Price are all as defined through the use of the Technology and as recorded by Purple using the Technology.

6.3 Provider will perform the Reliability Services in a reasonable and prudent manner, in accordance with all applicable laws, rules and regulations. Provider will take all reasonable precautions to ensure the Reliability Services are performed safely, with due care to protect the environment and Buyer's property. Provider is responsible for knowing the applicable laws, rules and regulations and obtaining any necessary or appropriate permits. Provider is responsible for providing any and all equipment, goods, materials and services necessary or appropriate to perform the Reliability Services.

6.4 Buyer will pay for performance of the Reliability Services. Buyer is responsible for ensuring that the vehicle is accessible and available to be safely serviced. This includes ensuring that any tanks or reservoirs are accessible by Provider, such as leaving the fuel tank open, and that any security measures will not prevent Provider from accessing the vehicle. If Provider is unable to complete the Reliability Service through no fault of Provider, Buyer is still obligated to pay the Transaction Price.

6.5 Provider will notify Buyer through the Technology before starting to perform the Reliability Service and, if requested by Buyer, provide Buyer with a reasonable opportunity to be present during performance of the Reliability Service. Provider will notify Buyer through the Technology once the Reliability Service is complete. Buyer will receive a receipt for the Reliability Service through the Technology and agrees that this electronic receipt is sufficient for all purposes, including any specific requirements under applicable law. If Buyer wishes to receive a paper receipt, and Buyer is obligated to provide such a receipt under applicable law, Buyer must notify Provider to this effect before the Reliability Service is performed and must be present to receive the paper receipt upon completion of the Reliability Service.

6.6 Provider is responsible to Buyer, and will hold Buyer harmless from, any and all claims, losses, damages, fines or penalties arising from use of the Technology or performance of the Reliability Service by Provider, except to the extent resulting from the acts or omissions of Buyer. Buyer is responsible to Provider, and will hold Provider harmless from, any and all claims, losses, damages, fines or penalties arising from the use of the Technology or purchase of the Reliability Service from Provider except to the extent resulting from the acts or omissions of Provider.

6.7 Buyer and Provider each agree to process payment for the Reliability Services through the Technology in accordance with these Terms of Use.

6.8 BUYER UNDERSTAND AND AGREES THAT THE RELIABILITY SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.9 BUYER AND PROVIDER EXPRESSLY UNDERSTAND AND AGREE THAT EACH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM THEIR RESPECTIVE OBLIGATIONS OF THIS SERVICE CONTRACT). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

6.10 The construction and performance of this Service Contract shall be governed by the laws of the state in which the Reliability Services were performed without regard to its principles of conflicts of law. Each of Buyer and Provider irrevocably consents and agrees that any legal action or proceedings brought to enforce this Service Contract will be brought in the United States

or California state courts located in the jurisdiction where the Reliability Services were performed and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

6.11 No delay or omission by Buyer or Provider in exercising any right or remedy provided for herein will constitute a waiver of such right or remedy nor will it be construed as a bar to or waiver of any such right or remedy on any future occasion. This Service Contract contains the entire understanding of Buyer and Provider with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous discussions, agreements and commitments between Buyer and Provider with respect hereto and thereto. There are no agreements or understandings between Buyer and Provider respecting the subject matter hereof or thereof, whether oral or written, other than those set forth herein or therein, and neither Buyer nor Provider has relied upon any representation, express or implied, not contained in this Service Contract. Provider is an independent contractor and nothing contained herein will be construed as constituting any relationship with Buyer other than that of purchaser and independent contractor, nor will it be construed as creating any relationship whatsoever between Buyer and Provider, including employer/employee, partners or joint venture parties. The invalidity of one or more phrases, sentences, clauses or sections of this Service Contract will not affect the validity of the remaining portions of this Service Contract so long as the material purposes of this Service Contract can be determined and effectuated, and the invalid provision will be enforced to the maximum extent permitted in a manner that mostly closely effectuates the intent by Buyer and Provider.

7. Providers

7.1 Provider understands and agrees that Provider is required to perform Provider's Reliability Services in accordance with all applicable laws, rules and regulations. Provider is responsible for knowing the laws, rules and regulations applicable in the areas in which Provider offers to provide Reliability Services.

7.2 Provider understands and agrees that Provider is required to supply all of Provider's own equipment, materials and products necessary to perform the Reliability Services that Provider offers. Purple may, but is not required to, make available for purchase or use, equipment, materials or products that will facilitate the provision of certain Reliability Services. Provider may elect, in its sole discretion, to use any such equipment, materials or products. PURPLE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO SUCH EQUIPMENT, MATERIALS OR PRODUCTS, INCLUDING WHETHER THE USE OF SUCH EQUIPMENT, MATERIALS OR PRODUCTS IS PERMITTED WITHIN THE AREA THAT YOU OPERATE, WHETHER IT COMPLIES WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS, OR WHETHER IT IS FIT FOR ANY PARTICULAR PURPOSE. Provider's use of any such equipment, materials or products will be further subject to additional terms and conditions entered into between Provider and Purple regarding such equipment, materials or products.

7.3 Provider understands and agrees that Provider's will only be reimbursed by a Buyer for the Reimbursable Amount. To the extent Provider is able to produce equipment, materials or products that are subject to reimbursement at a cost that exceeds the Reimbursable Amount, Provider will be responsible for any such excess. To the extent Provider is able to produce equipment, materials or products that are subject to reimbursement at a cost that is less than the Reimbursable Amount, Provider is entitled to retain such excess.

7.4 Provider understands and agrees that Provider must maintain insurance as is reasonable, necessary and appropriate in performing the Reliability Services. Purple will maintain insurance as described in Section 10 of these Terms and Uses, and Provider will be named as an additional insured on certain policies as discussed Section 10 of these Terms and Uses. There is no guarantee, however, that this insurance will be sufficient to cover Provider's liability. As a result, Provider must maintain insurance that Provider believes is reasonable, necessary or appropriate to insure Provider against risks and liabilities.

7.5 Provider understands and agrees that Provider is not an employee or agent of Purple or any Buyer. Provider operates as an independent contractor providing services directly to Buyer. Provider is responsible to Buyer for Provider's conduct. Provider's use of the Technology may be suspended by Purple acting reasonably and in good faith for any number of reasons. These reasons include, but are not limited to, (i) any violation of these Terms of Use, (ii) the use of the Technology to perform any illegal activities, (iii) using the Technology to make any misrepresentations to Buyers, (iv) excessive complaints from Buyers regarding the provision of Reliability Services, (v) claims made under Purple's insurance policies that materially increase our cost to maintain insurance, (vi) the use of the Technology or any information you obtain using the Technology (including Buyer names and contact information) to benefit any of Purple's competitors, and (vii) improper use of information obtained through your other activities that implicates how you use the Technology.

7.6 Each Provider represents and warrants to Purple the following: (a) Provider is at least twenty one (21) years of age; (b) Provider possesses a valid driver's license, is authorized to operate a motor vehicle, and has all appropriate licenses, approvals and authority to provide the Reliability Services offered using the Technology; (c) Provider is named or scheduled on the insurance policy covering Provider and the vehicle Provider uses in performing the Reliability Services; (d) Provider has a valid policy of personal or commercial liability insurance (in coverage amounts consistent with all applicable state or federal legal requirements) for the operation of such Provider's vehicle to cover any anticipated losses related to Provider's provision of the Reliability Services; (e) Provider will be solely responsible for any and all liability which results from or is alleged as a result of the provision of Reliability Services, including, but not limited to personal injuries, death and property damages; and (f) Provider will be solely responsible for any violations of applicable laws, rules or regulations.

7.7 Provider is solely responsible for having and maintaining any and all necessary or appropriate knowledge and training to perform the Reliability Services that Provider offers. Purple may, from time to time, offer to provide or make available for use training, equipment or protocols that Purple believes are reasonably necessary or appropriate in connection with performing certain Reliability Services. Provider understand and agrees that the use of any such training, equipment or protocols is entirely voluntary and the use of such training, equipment or protocols is at

Provider's own risk. Purple makes no representation or warranty that any such training, equipment or protocols are complete or adequate to cover all potential risks or legal requirements associated with performing any particular Reliability Service.

8. Ratings

8.1 In order to facilitate Transaction matching, Purple allows Buyers and Providers to rate each other in connection with their respective performance of obligations in connection with performing any particular Transaction. In connection with using this rating system, you acknowledge and agree that: (a) all of your reviews and ratings will either be based upon your actual first-hand experience with Buyer or Provider (as applicable) and the particular Transaction that you are reviewing; (b) all of your reviews and ratings will be accurate, truthful and complete in all respects; (c) your name and review information will be made available to the Buyers or Providers (as applicable) that you review; (d) you will not submit any reviews that may be considered by Purple to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable; (e) you will submit thorough and thoughtful reviews of Buyers or Providers; and (f) you will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Purple, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating.

8.2 The reviews and ratings that you provide do not reflect the views of Purple. Purple does not endorse and is not responsible or liable for any Provider or Buyer. Purple is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with transacting with any Provider or Buyer. Your dealings with, and any other terms, conditions, representations or warranties associated with such dealings, are between Buyer and Provider, exclusively, and do not involve Purple. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging with a particular Buyer or Provider.

8.3 You agree that Purple is not responsible for your interactions and dealings with a particular Buyer or Provider. You waive the right to bring or assert any claim against Purple relating to any interactions or dealings with any Buyer or Provider. You release Purple from any and all liability for or relating to any interactions or dealings with any Buyer or Provider.

8.4 Purple may, in its sole discretion, have criminal and/or financial background checks conducted on certain Providers. BY HAVING SUCH BACKGROUND CHECKS CONDUCTED, PURPLE DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY.

9. Complaints

9.1 If there is a dispute between a Buyer and Provider, either may request Purple's assistance in communicating between them about the dispute and informal assistance in resolving the dispute ("Dispute Assistance").

9.2 If you request Purple's Dispute Assistance, you will notify Purple through the Technology and Purple will respond to your request. Purple will facilitate communication between Buyer and Provider.

9.3 Your participation in Dispute Assistance is entirely voluntary. Purple reserves the right to elect to reject your request to participate in Dispute Assistance for any reason.

9.4 Dispute Assistance is not a legal forum and Purple does not, at any time, become a party to your dispute. Purple is not a mediator or an arbitrator and does not provide legal advice or assistance. If you believe legal services are necessary or would be helpful to resolve your dispute, Purple encourages you to consult with an attorney. Purple does not guarantee that Dispute Assistance will result in a satisfactory outcome or your desired resolution. You agree that, by offering the Dispute Assistance, Purple does not waive any of its disclaimers or limitations of liability.

10. Insurance

10.1 Purple provides a one million dollar (\$1,000,000) per incident commercial liability insurance that protects Providers for bodily injury, physical property damage and pollution liability claims in the event that the Provider's personal insurance is inadequate or denied. Coverage begins when the Buyer accepts a Provider's offer to provide Reliability Services through the Technology and ends when the Provider completes or terminates performance of the Reliability Services. Completion or termination of the Reliability Services is conclusively demonstrated through the notifications issued through the Technology, but may occur at an earlier time if there is a delay in issuing this notice. This insurance coverage is limited to liability only and does not provide coverage for collision, comprehensive, or wear and tear damage to a Provider's vehicle. Purple's coverage is secondary to any other valid and applicable insurance policies that may be held by the Provider, and will apply when all coverages from other such insurance policies have been fully exhausted or declined.

10.2 We want to remind you that your personal insurance policies may not cover you while you are providing or receiving Reliability Services.

10.3 Purple is not directly responsible for damage, theft, pollution discharges or other liabilities; our policies are in place as a service to Buyers and Providers. Maintaining such policies does not operate to modify, limit or waive any waivers or limits of liability set forth in these Terms of Use.

10.4 Additional insurance terms, limitations, and exclusions apply. Users with claims should submit such a claim to Purple promptly. Users with claims agree to cooperate with Purple to provide required information sufficient to investigate the claim. Failure to cooperate may result in claims being denied by Purple's insurance company.

11. Intellectual Property Rights

11.1 The Technology may include valuable trademarks owned and used by Purple, and its subsidiaries and affiliates throughout the world. These trademarks are used to distinguish Purple's quality products and services. These trademarks and related proprietary property are

protected from reproduction and simulation under national and international laws and are not to be copied without the express written permission of Purple.

11.2 The text, graphics and html code contained in the Technology are the exclusive property of Purple. Except where otherwise noted, the text, graphics and html code contained here may not be copied, distributed, displayed, reproduced or transmitted in any form or by any means without the prior written permission of Purple.

11.3 The Technology may link to sites not maintained by or related to Purple. Hyper-text links are provided as a service to users and are not sponsored by or affiliated with the Technology or Purple. Purple has not reviewed the sites hyper-linked to or from the Technology and is not responsible for the content of any other site. These links are to be accessed at the user's own risk. Purple makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyper-linked to the Technology. Furthermore, Purple does not implicitly endorse third-party sites hyper-linked to the Technology.

11.4 The content on the Technology, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Purple, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Technology is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Purple reserves all rights not expressly granted in and to the Technology and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Technology for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Technology or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Technology or the Content therein.

12. SMS and Data Usage

12.1 Your carrier's standard messaging and data rates apply to your use of the Technology. Purple does not charge for any content; however downloadable content may incur additional charges from your cell phone provider. Please contact your wireless carrier for information about your messaging and data plan. Your wireless carrier may impose message, data or charge limitations on your account that are outside our control. All charges are billed by and payable to your wireless carrier.

12.2 You represent that you are the owner or authorized user of the wireless device you use to subscribe for the service, and that you are authorized to approve the applicable charges.

12.3 We will not be liable for any delays or failures in your receipt of any messages or data as delivery is subject to effective transmission from your network operator and processing by your mobile device.

12.4 Data obtained from you in connection with the use of the Technology may include your cell phone number, your carrier's name, and the date, time and content of your messages, your location and other information that you may provide or that we may collect through the Technology. We may use this information to contact you, to provide the services you request from us, to facilitate any Transaction and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data about your usage, and their practices are governed by their own policies. Purple reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

13. User Submissions

13.1 The Technology may now or in the future permit the submission of photos, audio files, videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Purple does not guarantee any confidentiality with respect to any submissions. You agree that Purple may publish your name and User Submission on the Technology or in other press releases or media items.

13.2 You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Purple to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Technology and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Technology and these Terms of Use. You retain all of your ownership rights in your other User Submissions. However, by submitting the User Submissions to Purple, you hereby grant Purple a perpetual worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Technology and Purple's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Technology (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each recipient of any User Submission a non-exclusive license to access your User Submissions through the Technology, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Technology and under these Terms of Use.

13.3 In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Purple all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Purple or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; and (v) impersonate another person. Purple does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Purple expressly disclaims any and all liability in connection with User Submissions. Purple does not permit copyright infringing activities and infringement of intellectual property rights on its Technology, and Purple will block and remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Purple reserves the right to remove Content and User Submissions without prior notice. Purple will also terminate a User's access to its Technology if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity twice and/or has had a User Submission removed from the Technology. Purple also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Purple may remove such User Submissions and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion. In addition, you agree that you will not email any of your User Submissions or links to your User Submissions to individuals with whom you are not acquainted.

13.4 You understand that when using the Technology, you may be exposed to User Submissions from a variety of sources, and that Purple is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Purple with respect thereto, and agree to indemnify and hold Purple, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Technology.

14. Social Networking Sites

As part of the functionality of the Technology, you may be able to create or login to your user account through online accounts you may have with third party social networking sites (each such account, an "SNS Account") by either providing your SNS Account login information through the Technology or allowing Purple to access your SNS Account. By granting Purple access to any SNS Accounts, you understand that Purple may access, make available and store any content that you have provided to and stored in your SNS Account including without limitation any friend, mutual friends, contacts or following/followed lists (the "SNS Content") so that it is available on and through the Technology to other Users. Unless otherwise specified in these Terms of Use, all SNS Content, if any, shall be considered to be your information. Depending on the privacy settings

that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through the Technology.

15. Privacy Policy

15.1 We care about the privacy of our Users. You understand and agree that by using the Technology you consent to the collection, use and disclosure of your personally identifiable information, your GPS location relating to Reliability Service locations, and aggregate data as set forth in these Terms of Use, and to have your personally identifiable information collected, used, transferred to and processed in the United States. Users specifically agree to release their Purple data to authorities who may request such data from Purple as a condition of operating on their property, or regulatory authorities who regulate Purple's services.

15.2 Purple's Technology may incorporate certain software provided by Google. In agreeing to these Terms of Use, all Users also agree to Google's current terms of use.

15.3 Purple cares about the integrity and security of your personal information; however, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

16. Collection and Use of Information

16.1 Purple may directly collect analytics data, or use third-party analytics tools, to help us measure traffic, safety, security and usage trends for our service. These tools collect information sent by your browser or mobile device, including the pages you visit and other information that assists us in improving the Technology. We collect and use this analytics information in both individual and aggregate form.

16.2 When you access the Technology by or through a mobile device, we may access, collect, monitor and/or remotely store "location data," which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device. Location data may convey to us information about how you browse, procure Reliability Services, and use the Technology. Some features of the Technology, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

16.3 To collect certain service type information about you, we use or may use cookies, log file, device identifiers, location data and clear gifs information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness, safety and security of Buyers, Providers and Reliability Services; (d) monitor individual and aggregate metrics such as total number of visitors, traffic, procurement habits, and demographic patterns; (e) diagnose or fix technology problems; (f) help you efficiently access your information after you sign in; (g) to provide advertising to your browser or device, and (h) update the Technology.

17. WARRANTY DISCLAIMER

You understand and agree that THE TECHNOLOGY IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT PURPLE ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE TECHNOLOGY. PURPLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE TECHNOLOGY WILL MEET YOUR REQUIREMENTS, (B) THE TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TECHNOLOGY WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR PURPLE COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY TECHNOLOGY WILL BE CORRECTED. YOU AGREE THAT USE OF THE TECHNOLOGY IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

18. LIMITATION OF LIABILITY

18.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT PURPLE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF PURPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, “DAMAGES”), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE TECHNOLOGY; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE TECHNOLOGY; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE TECHNOLOGY; (E) STATEMENTS OR CONDUCT OF ANY BUYERS OR PROVIDERS OR OTHER THIRD PARTY THROUGH THE TECHNOLOGY; (F) ANY OTHER MATTER RELATING TO THE TECHNOLOGY; (G) ANY BREACH OF THESE TERMS OF USE BY PURPLE OR THE FAILURE OF PURPLE TO PROVIDE THE TECHNOLOGY UNDER THESE TERMS OF USE OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY BUYER OR PROVIDER (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

18.2 You understand and agree that your access to the Technology represents a substantial portion of the value you receive from the fees paid to Purple. THEREFORE, TO THE EXTENT PURPLE IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS OF USE OR THE USE OF THE TECHNOLOGY, PURPLE’S LIABILITY FOR DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO PURPLE IN CONNECTION WITH THE TRANSACTION AT ISSUE.

18.3 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PURPLE CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENTS THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR PURPLE, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION) SUFFERED BY YOU AS A RESULT OF THE FAILURE OF PURPLE TO PROVIDE SERVICES TO YOU UNDER THESE TERMS OF USE OR ANY BREACH OF THESE TERMS OF USE BY PURPLE. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF PURPLE TO PROVIDE SERVICES TO YOU UNDER THESE TERMS OF USE OR ANY BREACH OF THESE TERMS OF USE BY PURPLE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT PURPLE SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THESE TERMS OF USE.

19. Indemnification

You agree to indemnify, defend and hold harmless Purple, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful information provided by you to Purple or that you submit, transmit or otherwise make available through the Technology; (c) any intentional or willful violation of any rights of another or harm you may have caused to another; and (d) any dispute between you and any Buyer or Provider (as applicable), including those associated with performance of any particular Transaction or Reliability Service. Purple will have sole control of the defense of any such damage or claim.

20. NOTICE

20.1 You agree that Purple may communicate any notices to you under these Terms of Use through electronic mail, regular mail or posting the notices through the Technology. All notices to Purple will be provided to User through the contact information made available on our website (www.purpledelivery.com). Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

20.2 In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Purple will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

Bruno Uzzan, Purple Services

1762 Westwood Blvd, Los Angeles, CA 90024
Bruno@purpledelivery.com

20.3 If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

(a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;

(c) identification of 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 permit us to locate the material;

(d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and

(f) 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 owner of an exclusive right that is allegedly infringed.

20.4 Purple will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

21. Entire Agreement

These Terms of Use govern your use of the Technology and constitutes the entire agreement between you and Purple. These Terms of Use supersede any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Purple regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Buyers or Providers (as applicable). You represent and warrant that those third party agreements do not interfere with your obligations and duties to Purple under these Terms of Use.

22. Governing Law

These Terms of Use and the relationship between you and Purple will be governed by the

laws of the State of California, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Santa Clara County, California and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Purple may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Technology or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

23. Arbitration

23.1 BECAUSE OF THE MUTUAL BENEFITS (SUCH AS REDUCED EXPENSE AND INCREASED EFFICIENCY) PRIVATE BINDING ARBITRATION CAN PROVIDE BOTH YOU AND PURPLE, BOTH PURPLE AND YOU AGREE THAT ANY CLAIM, DISPUTE, AND/OR CONTROVERSY RELATING IN ANY WAY TO YOUR USE OF THE TECHNOLOGY, OR TO ANY RELIABILITY SERVICES SHALL BE SUBMITTED TO AND DETERMINED EXCLUSIVELY BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY.

23.2 Any arbitration pursuant to the Privacy Policy or these Terms of Use shall be initiated with and conducted by the American Arbitration Association (AAA), whose rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes, may be obtained at <http://www.adr.org> or by calling (800)778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Santa Clara County, California. Nothing herein shall prevent Purple or you from obtaining from a court a temporary restraining order or preliminary injunctive relief to preserve the status quo or prevent any irreparable harm pending the arbitration of the underlying claim, dispute, and/or controversy.

23.3 In addition to requirements imposed by law, any arbitrator herein shall be a retired state or federal court judge, or licensed attorney with arbitration experience and at least ten (10) years of experience as a lawyer, as mutually agreed to by the parties, and shall be subject to disqualification on the same grounds as would apply to a judge of a court of relevant jurisdiction. The arbitrator shall follow controlling law and issue a decision in writing within forty five (45) days of the arbitration hearing with a supporting opinion based on applicable law. If the decision and supporting opinion are not appealed as described below within ninety (90) days of issuance of the decision, then the decision is final, binding, and conclusive on the parties and may be entered in any court of competent jurisdiction. At either party's election, such decision and supporting opinion may be appealed to another arbitrator ("appellate arbitrator"), who shall be chosen in the same manner as described above. The appellate arbitrator shall apply to the underlying decision and opinion the same standard for review of civil cases as an appellate court in the relevant jurisdiction and issue a decision in writing with a supporting opinion based on such review and

applicable law. The appellate arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction.

23.4 YOU AND PURPLE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, MULTIPLE-PARTY, OR PRIVATE ATTORNEY GENERAL BASIS. YOU AND PURPLE UNDERSTAND THAT BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY INDIVIDUAL, CLASS, COLLECTIVE ACTION, MULTIPLE-PARTY, PRIVATE ATTORNEY GENERAL, OR OTHER CLAIM EITHER MAY HAVE AGAINST THE OTHER, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

24. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Purple's business, operations and properties, including User information ("Confidential Information") disclosed to you by Purple for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Purple in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Purple with regard to any Confidential Information which you can prove: (1) was in the public domain at the time it was disclosed by Purple or has entered the public domain through no fault of yours; (2) was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (3) is disclosed with the prior written approval of Purple; (4) becomes known to you, without restriction, from a source other than Purple without breach of this Agreement by you and otherwise not in violation of Purple's rights; or (5) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to Purple to enable Purple to seek a protective order or otherwise prevent or restrict such disclosure.

25. Survival

In the event your use of the Technology is terminated or you are no longer a user of the Technology, certain provisions of these Terms of Use will continue to remain in effect, including, but not limited to Sections 15-27.

26. Mobile Software from iTunes, Google Play or Similar Digital Distribution Media Stores

The following applies to any Mobile Software you acquire from the iTunes Store, the Google Play Store or similar digital distribution media store ("Digital Media Store") ("Sourced Software"): you acknowledge and agree that these Terms of Use are solely between you and Purple, not a Digital Media Store, and that no Digital Media Store has responsibility for the Sourced Software or content thereof. Your use of the Sourced Software must comply with the Digital Media Store terms and conditions. You acknowledge that the Digital Media Store you subscribe to has no obligation whatsoever to furnish any maintenance and support services with respect to the Sourced Software. In the event of any failure of the Sourced Software to conform to

any applicable warranty, you may notify the Digital Media Store, and such Digital Media Store will refund the purchase price for the Sourced Software to you; to the maximum extent permitted by applicable law, the Digital Media Store will have no other warranty obligation whatsoever with respect to the Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use and any law applicable to Purple as provider of the software. You acknowledge that no Digital Media Store is responsible for addressing any claims of you or any third-party relating to the Sourced Software or your possession and/or use of the Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. All such claims are governed solely by these Terms of Use and any law applicable to Purple as provider of the Technology. You acknowledge that, in the event of any third-party claim that the Sourced Software or your possession and use of that Sourced Software infringes that third-party's intellectual property rights, Purple, not the Digital Media Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You and Purple acknowledge and agree that the Digital Media Store you subscribe to and their respective subsidiaries, are third-party beneficiaries of these Terms of Use as it relates to your license of the Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms of Use, the Digital Media Store to which you subscribe will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as it relates to your license of the Sourced Software against you as a third-party beneficiary thereof.

27. Miscellaneous

27.1 These Terms of Use may not be re-sold or assigned by you. If you assign, or try to assign, these Terms of Use, such assignment or attempted assignment will be void and unenforceable.

27.2 It will not be considered a waiver of Purple's rights if Purple fails to enforce any of the terms or conditions of these Terms of Use against you.

27.3 In the event a court finds a provision in these Terms of Use to not be valid, you and Purple agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in these Terms of Use.

27.4 No joint venture, partnership, employment or agency relationship exists between you and Purple as a result of these Terms of Use or use of the Technology.

27.5 You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, YOU MUST NOT USE THE TECHNOLOGY. BY USING THE TECHNOLOGY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND YOU AGREE TO BE BOUND BY THEM.