

BETA PHASE TERMS OF USE AGREEMENT

As a condition of your participation in the beta phase of the Invight App ("Beta Phase"), you agree to abide by these Beta Phase Terms of Use ("Terms of Use") and to preserve as confidential any and all information that is made available to you or is otherwise received or accessed by you prior to or following your participation in the Beta Phase, including, but not limited to, trade secrets, patents, processes, formulas, designs, data, writings, know-how, improvements, suggestions, technologies, product specifications, schematics, customer and supplier information, research results, drawings, financial information, pricing and marketing plans, in each case, that relates to Invight, its business, technology, products, marketing or any other activity, or any agreements between Invight and any third party, and any information that, given the nature of the information itself or the context surrounding its disclosure, should reasonably be understood to be proprietary and confidential to Invight or any third party (collectively, "Confidential Information"). You agree you will not disclose, transfer, publish or disseminate any Confidential Information to any third party and you will only use the Confidential Information for purposes of participating in the Beta Phase and providing feedback relating to your use of the Invight App, including suggestions, comments or identification of potential errors, improvements or modifications (collectively, "Feedback") to Invight. All Feedback provided by you will be considered Invight's intellectual property and owned solely by Invight.

CLASS ACTION WAIVER NOTICE: BY AGREEING TO THESE TERMS OF USE, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AS FURTHER DETAILED IN SECTION 18.C BELOW.¹

1. INTRODUCTION.

Invight is operated by Invight Inc., which has offices at 1812 2nd Ave, Apt. 1RS, New York, NY 10128 ("Invight", "we", "our" or "us"). Please read these Terms of Use carefully, as these Terms of Use constitutes legally binding terms and conditions and applies to your use of (a) the website located at invightapp.com and all corresponding web pages and websites associated with the foregoing URL ("Site"), (b) the Invight mobile application ("Invight App"), and (c) any other content, applications, features, functionality, information and services offered by us through the Site and/or the Invight App, including, without limitation, embeddable or application/device-based features and related technology (e.g., mobile, web, console, desktop and other APIs, widgets, plugins, applications, etc.) ((a), (b) and (c), collectively, the "Services"). These Terms of Use apply whether you are accessing the Services via a wireless or mobile device, a personal computer or any other technology or device (each, a "Device"). These Terms of Use do not cover other services, websites or any corresponding content, features, and activities made available by any other company or third party, unless specifically stated.

These Terms of Use apply to all users of the Services, whether or not you have registered or created an account with us to use the Services ("User", "you" or "your"), and by using the Services you expressly understand, acknowledge and agree to comply with these Terms of Use and any additional terms and conditions that we may provide to you in connection with your use of or access to same, including, without limitation, in connection with related technology and other products and services we may offer or make available to you ("Additional Terms"). The Services may also provide rules of participation for certain activities and services, including, without limitation, contests, promotional giveaways and other initiatives ("Rules"). The Services' [Privacy Policy](#) ("Privacy Policy"), the Additional Terms and the Rules are hereby incorporated into these Terms of Use by reference as though fully set forth herein. To the extent that there is a conflict between these Terms of Use and the Additional Terms, the Additional Terms shall govern. To the extent that there is a conflict between these Terms of Use and the specific Rules for the activity in which you choose to participate, the Rules shall govern. To the extent

that there is a conflict among the Terms of Use, the Additional Terms and/or the Rules, the following order of precedence shall apply: first, the Rules, second, the Additional Terms, and third, the Terms of Use.

2. SERVICES.

A. GENERAL. Subject to the terms and conditions herein, the Services shall enable Users to access certain features, functionality, information and services provided by us, which may include, without limitation, providing Users with the ability to (i) access, view and purchase reservations for dinner, food, drinks, bottle service or access to other special events (each, an “Event”) provided by participating establishments (each, a “Venue”), (ii) order food and drinks from Venues [while you are physically located at such Venues²], (iii) access personalized information and content regarding food and beverage establishments, such as recommendations, suggestions and notifications regarding similar establishments, promotional deals, changes to menus and other related products and services, (iv) create a user profile and other content that may be visible to and/or shared with other Users and (v) connect, communicate and interact with other Users on the Services.

B. THIRD PARTY PLATFORMS. Some of the Services may be dependent on and/or interoperate with third-party owned and/or operated platforms and services (e.g., Apple (iTunes, etc.), Google, Facebook, Twitter, etc.) (each, a “Third Party Platform”) and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access such Services. Such Third Party Platforms, in addition to providing application hosting, content distribution, support and other related services, may provide us with certain additional information about you, which may include, without limitation, your email address, legal name, country of residence, location, date of birth, food, beverage and entertainment preferences and other preferences and usage data, all as more fully described herein, including in the Privacy Policy. Our access to, use of, and disclosure of such information shall be subject to the terms and conditions hereof, including the Privacy Policy.

C. FEES. We may make certain fee-based products and/or services available to Users of the Services. For example, you may be able to purchase a reservation to an Event or order certain food and drinks from Venues through the Services. Additional Terms may apply to your use of, access to and purchase of such fee-based products or services and such Additional Terms are incorporated herein by reference. You may only purchase such fee-based products and/or services if, and you hereby represent, warrant and agree that (a) you are [18 years of age (or when required, 21 years of age)] or older and a resident of the United States and (b) you shall pay in full the prices and fees (including, without limitation, all applicable taxes) for any purchases you, or anyone using your User Account, make via credit, debit or charge card or other payment means acceptable to Invight (an “Authorized Payment Method”) concurrent with your online order. The Services accept Authorized Payment Methods, subject to certain restrictions, including, without limitation, territory restrictions, bank/payment card restrictions, spending limits, third party service provider restrictions or otherwise, which may prevent the processing of your order. If a transaction has been declined online due to payment card issues, please ensure all data is correct and resubmit. If the transaction is not accepted online, you will be unable to use that card for your transaction and should use another Authorized Payment Method. If a payment card company is being used for a transaction, Invight may obtain a preapproval from the applicable payment card company for an amount up to the amount of the order. Except as otherwise stated in these Terms of Use, all purchases are final once you click the “Submit” or similar button/link. If payment is not received by us from your credit, debit or charge card issuer or its agents or other payment service provider, you agree to promptly pay all amounts due upon demand by us. You may cancel your reservation up to 24 hours prior to the Event, in which the purchase price for such Event will be refunded to your User Account. Invight may revise any or all of the fees and prices associated with the fee-based products and/or services at any time for any or no reason. Further, Invight does not guarantee that product descriptions or other content and products will be available, accurate, complete, reliable, current or error-free. Descriptions and images of, and references to, Venues, Events, and other products and services do not imply our or any of our affiliates’ endorsement of such products or

services. Moreover, Invight and its third party operational service providers reserve the right, with or without prior notice, for any or no reason, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any User with any product. Further, if Invight terminates your use of or registration to the Services because you have breached these Terms of Use, you shall not be entitled to a refund of any unused portion of any fees, payments or other consideration.

D. PROMOTIONS. From time to time, Invight, or the Services' operational service providers, suppliers, and Advertisers may conduct promotions on, through or in connection with the Services, including, without limitation, contests and sweepstakes (collectively, the "Promotions"). Each Promotion may have Additional Terms and/or Rules which shall be posted or otherwise made available to you and, for purposes of each Promotion, shall be deemed incorporated into and form a part of these Terms of Use.

E. ADVERTISEMENTS. From time to time, you may choose to communicate or interact with, or obtain Third Party Services (as such term is defined below) of or from, advertisers, sponsors, or our promotional partners (collectively, the "Advertisers") found on or through the Services or a hyperlinked site, service or platform. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertisers or any goods or services you may purchase or obtain from any Advertiser).

3. ELIGIBILITY. The Services are offered only within the United States to legal residents of the United States who are over the age of 18. The Services are not intended for or directed at individuals under 18³ years of age or who are not legal residents of the United States. By using the Services, you represent, warrant and covenant that (a) you are 18 years of age or older and reside in the United States (the "Territory"), (b) your use of the Services does not violate (i) any applicable law, rule or regulation applicable to you, or any judicial directive or court order applicable to you or (ii) any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Facebook's Terms of Use, iTunes Store Terms of Use, etc.), (c) all registration information you submit is truthful and accurate and you shall maintain and promptly update the accuracy of such information and (d) you are not included on any list of prohibited or restricted parties issued by the government of any country within the Territory. Certain features of the Services may be subject to heightened age and/or other eligibility requirements and restrictions. If you provide information that is untrue, inaccurate, not current or incomplete, or Invight suspects that such information is untrue, inaccurate, not current or incomplete, Invight has the right to suspend or terminate your registration (in whole or in part) and refuse any and all current or future use of the Services (or any portion thereof), in our sole discretion, with or without notice to you, and without liability or obligation to you or any third party.

4. MODIFICATIONS. We may modify these Terms of Use from time to time, and at any time, in our sole discretion. If we make material changes to these Terms of Use, we will notify you by posting or displaying notice on the Services and/or via other electronic means (e.g., e-mail).⁴ If you use the Services after such changes become effective, it will signify your agreement to be bound by the changes. We recommend that you check back frequently and review these Terms of Use regularly so you are aware of the most current rights and obligations that apply to you.

5. TERM. These Terms of Use, and any posted revision or modification thereto, shall remain in full force and effect while you use or are registered for the Services, subject to any amendments or modifications we adopt as provided in Section 4 above. You may terminate your use of or registration to the Services at any time, for any reason, and Invight may

terminate your use of or registration to the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party. Even after your registration is terminated, your obligations under these Terms of Use, the Privacy Policy, the Additional Terms and the Rules, including, without limitation, any indemnifications, warranties and limitations of liability contained therein, shall remain in effect.

6. REGISTRATION. In order to access and use certain content, features and functionality of the Services, we may require that you (a) register for the applicable Services, whether on the Site, the Invight App, a Third Party Platform or otherwise, including, in some instances, by creating and/or providing a username and password combination ("User ID") and (b) provide to us and/or make available (e.g., via Third Party Platform permissions and consents, etc.) certain additional information, which may include, without limitation, your email address, legal name, country of residence, location, date of birth, photo, usage data and other information, and, for fee-based transactions and purchases (if applicable) offered by us, your physical address, telephone number(s), applicable payment information (e.g., payment card data, etc.) and other information. Your personal account with the Services, which is created when you register for the Services, shall be referred to herein as your "User Account". Our use of your information is subject to the terms of the Privacy Policy. If you elect to become a registered User of the Services, you are responsible for maintaining the strict confidentiality of your User ID, and you shall be responsible for any access to or use of the Services by you or any person or entity using your User ID, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. You agree to notify Invight immediately of any unauthorized use of your User ID or User Account or any other breach of security. It is your sole responsibility to (x) control the dissemination and use of your User ID and User Account, (y) control access to your User ID and User Account, and (z) cancel your User Account on the Services. We reserve the right to deny access, use and registration privileges to any User of the Services if we believe there is a question about the identity of the person trying to access any account or element of the Services. Invight shall not be responsible or liable for any loss or damage arising from your failure to comply with this Section 6.

7. USER CONDUCT. You are solely responsible for your conduct on and in connection with the Services. We want to keep the Services safe and fun for everyone and the use of the Services for unlawful or harmful activities is not allowed. You represent, warrant and agree that, while using the Services, you shall not:

- intentionally or unintentionally engage in or encourage conduct that would violate any applicable local, state, national or international law, rule, regulation, judicial or government order or treaty or give rise to civil liability or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other person or entity;
- submit, post, email, display, transmit or otherwise make available through or in connection with the Services any material or take any action that is or may be, unlawful, harmful, threatening, abusive, defamatory, libelous, deceptive, fraudulent, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery or content, contains a link to an adult website, or promotes bigotry, hatred or violence of any kind against any group or individual;
- submit, post, email, display, transmit or otherwise make available on, through or in connection with the Services any material that you do not have a right to make available;
- intentionally or unintentionally engage in or encourage conduct that adversely affects, or reflects negatively on, Invight, the Services, or causes duress, distress or discomfort;
- submit, post, email, display, transmit or otherwise make available on, through or in connection with the Services any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- use the Services for commercial or business purposes (other than the offering and sale by registered Venues of their products and services pursuant to a valid Venue Agreement with Invight and the purchase of such products and services by registered Users), including, without limitation, attempting to resell or transfer any of the products or services purchased via the Services, engaging in barter arrangements, pyramid schemes, advertising,

marketing or offering goods or services or exploiting information or material obtained on, through or in connection with the Services, whether or not for financial or any other form of compensation or through linking with another website or web page;

- modify, disrupt, impair, alter or interfere with the Services or the use of the Services by any other User;
- falsely state or otherwise represent your identity or your affiliation with any person, entity or User Content (as defined herein), or transmit or otherwise make available on, through, or in connection with the Services false or misleading information;
- solicit passwords or personal identifying information for commercial or unlawful purposes from other Users, or otherwise creates a security or privacy risk for any other person or entity; solicit Users with respect to their User Content for commercial or unlawful purposes, or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering”, “screen scraping,” “phishing”, “database scraping,” or any other activity with the purposes of obtaining lists of Users or other information; or use or launch any automated systems, including, without limitation, “spiders,” “robots,” or “offline readers,” that access the Site and/or Services. Notwithstanding the foregoing, Invight grants the operators of public search engines permission to use “spiders” to copy materials from the site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials. Invight reserves the right to revoke these exceptions either generally or in specific cases.

Invight may terminate a User’s User Account and/or otherwise prevent or prohibit a User from accessing the Services if Invight determines, in its sole discretion, that such User has violated these Terms of Use. Invight reserves the right to investigate and take appropriate legal action against anyone who, in Invight’s sole discretion, violates, or is suspected of violating, this [Section 7](#), including, without limitation, reporting you to law enforcement authorities. Further, you acknowledge, consent and agree that Invight may access, preserve and disclose your account and registration information and any other content or information if required to do so by law or if based on a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) comply with the legal process; (b) enforce these Terms of Use; (c) respond to claims that any content or information violates the rights of any third party; (d) respond to your requests for customer or technical service; or (e) protect the rights, property or personal safety of Invight, its Users or any third parties.

8. PROPRIETARY RIGHTS.

A. OWNERSHIP. As between you and Invight, Invight owns, solely and exclusively, all right, title and interest in and to the Services and all content contained and/or made available on, through or in connection therewith, excluding your User Content, which term is defined below (collectively, the “[Invight Content](#)”), and the Invight Content is protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, rules, regulations and treaties. The term “Invight Content” includes, without limitation, all Venue-related materials (including promotions and offers), reviews, recommendations, photographs, illustrations, graphics, logos, copy, text, computer code, data, user interfaces, visual interfaces, information, materials, and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Services, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights and/or other intellectual property and/or proprietary rights therein (including with respect to any content contained and/or made available in any advertisements or information presented to you via the Services). Unless the context clearly requires otherwise or we explicitly set forth in writing, the term “Services” includes “Invight Content” as well.

B. RESTRICTIONS. Except as expressly set forth herein, the Services are to be used solely for your noncommercial, personal use. You must not alter, delete or conceal any copyright, trademark, service mark or other notices contained on the Services, including, without limitation, notices on any Invight Content you transmit, display, print, stream or reproduce from the Services. Except as provided in these Terms of Use or expressly authorized by Invight and set forth in Additional Terms (*e.g.*, Services that allow for the use of embeddable or viral features, etc.), you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to, reproduce, modify, create derivative

works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website or platform), or otherwise use any Invight Content without the express, prior written consent of Invight or its owner if Invight is not the owner. Any unauthorized or prohibited use of any Invight Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. Moreover, the framing or scraping of or in-line linking to the Services or any content contained thereon and/or the use of “web crawlers”, “spiders” or other automated means to access, copy, index, process and/or store any content made available on or through the Services other than as expressly authorized by us is prohibited. You further agree to abide by exclusionary protocols (e.g., Robot.txt, Automated Content Access Protocol (ACAP), etc.) used in connection with the Services.

9. COPYRIGHT INFRINGEMENT.

We respect the intellectual property rights of others. If you believe that the Services contain elements that infringe your copyrights in your work, please follow the procedures set forth in this [Section 9](#).

A. If you are a copyright owner and believe that any content on the Services infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“[DMCA](#)”) by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services;
- 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;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
- 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 owner, its agent or the law; and
- 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.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name of Designated Agent:⁵

Address of Designated Agent:

Invight Copyright Agent

Invight, Inc.

1812 2nd Ave, Apt. 1RS, New York, NY 10128

Facsimile Number of Designated Agent:

Email Address of Designated Agent: ricardo@invightapp.com

For clarity, only DMCA notices should be sent to the Designated Agent and any other feedback, comments, requests for technical support, and other communications should be directed to Invight customer service by sending an email

to ricardo@invightapp.com. You acknowledge and agree that if you fail to comply with all of the requirements of this [Section 9](#), your DMCA notice may not be valid.

B. If your content was removed (or access thereto was disabled) and you believe that such content is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to make such content available to Invight for use on the Services, you may send a counter-notice containing the following information to our Designated Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number, and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Designated Agent, Invight may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Invight's sole discretion.

10. PERSONAL INFORMATION. We respect your privacy and the use and protection of your personally identifiable information. In the course of your use of the Services, you may be asked to provide certain personal information to us or we may obtain such information from certain third parties, including, without limitation, Third Party Platforms (e.g., Facebook, etc.). Our information collection and use policies with respect to the privacy of such personal information are set forth in the Privacy Policy, available at [\[INSERT URL\]](#), which is incorporated herein by reference for all purposes. We encourage you to read the Privacy Policy, and to use it to help make informed decisions. You acknowledge and agree that you are solely responsible for the accuracy and content of personal information.

11. USER CONTENT.

A. DEFINED; ACKNOWLEDGEMENTS. The Services may provide you and other Users with an opportunity to participate in blogs, reviews, web communities and other message, comment and communication features and the opportunity to create, submit, post, email, display, transmit or otherwise make available a User profile, username, photographs, graphics, comments, reviews, links, materials, ideas, opinions, messages and other information and communications via the Services (collectively, "[User Content](#)"). When you submit User Content, you may also be asked to provide information about you and your submission. This may include, without limitation, such things as your User ID, a descriptive title, information about the User Content, your location, activity, preferences and/or similar information. You acknowledge and agree that the term "User Content" also includes, without limitation, all of the information you submit or we receive that is related to your User Content.

B. RESPONSIBILITY; LIABILITY. You understand, acknowledge and agree that you are solely and entirely responsible for all User Content that you submit, upload, post, email, display, transmit or otherwise make available and any consequences thereof. You understand that by using the Services, you may be exposed to other people's User Content, including User Content that may be considered offensive, indecent or objectionable. User Content does not reflect the views of Invight and Invight does not guarantee the accuracy, integrity, quality or content of any User Content. Under no circumstances shall Invight be liable in any way for User Content, including, without limitation, errors or

omissions in any User Content, or any loss or damage of any kind incurred as a result of any User Content submitted, uploaded, posted, emailed, displayed, transmitted or otherwise made available.

C. USAGE; RESTRICTIONS. Invight has the right, but not the obligation, to review any User Content and to delete, remove, move, edit or reject, without notice to you, any User Content, including, without limitation, any User Content that is deemed to be in violation of the terms and conditions of these Terms of Use (including, without limitation, Section 7 herein) or otherwise inappropriate or unacceptable for the Services, as determined by Invight in its sole discretion; provided, however, that Invight shall have no obligation or liability to you or any third party for failure to do so or for doing so.

D. LICENSE; USAGE. In connection with all User Content you submit, post, email, display, transmit or otherwise make available, you grant to Invight the unrestricted, worldwide, non-exclusive, irrevocable, perpetual, transferable, sub-licensable, royalty-free right and license to store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works from, , and otherwise exploit all or any portion of your User Content in any form or format, on or through any technology or any media or medium, including, without limitation, through the Services and any other websites, channels, services, and other distribution platforms, for any purpose, without accounting, notification, credit or other obligation to you. The rights and licenses described in these Terms of Use and granted to Invight shall commence immediately upon submission of your User Content and shall continue thereafter regardless of whether or not you use, or continue to use, the Services as a registered User or otherwise.

E. RIGHTS; REPRESENTATIONS. Invight does not acquire any title or ownership rights in the User Content that you submit and/or make available. After you submit, post, email, display, transmit or otherwise make available any User Content, you continue to retain any such rights that you may have in such User Content, subject to the rights, licenses and privileges granted herein. You also represent, warrant and covenant that (i) you own the User Content posted by you or otherwise have the right to grant the rights, licenses and privileges described in these Terms of Use and to perform and comply with all of the requirements set forth herein with respect to such User Content; (ii) your submission, uploading, posting, emailing, display, transmission and/or making available of User Content does not violate these Terms of Use or any law, rule or regulation or infringe, misappropriate or violate any intellectual property rights, proprietary, privacy, moral, publicity or other rights of any party or entity; (iii) you meet the age requirements required by law and the Venue and you understand and agree that your participation in the Event is subject to the Venues standard policies and procedures; (iv) you are at least 18 years of age and you have the legal right and capability to enter into these Terms of Use and perform and comply with all of its terms and conditions or, if you are under 18 years of age, your parent or legal guardian has agreed to these Terms of Use on your behalf; (v) you will provide whatever proof of identity and age (e.g., a valid government issued form of identification) required by a Venue; and (vi) you hold and shall continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under these Terms of Use.

12. THIRD PARTY PLATFORMS, SERVICES AND CONTENT. The appearance, availability, or your use of (a) URLs or hyperlinks referenced or included anywhere in connection with the Services or any other form of link or re-direction of your connection to, with or through the Services, or (b) any third party websites, content, data, information, applications, platforms, goods, services or materials, including Third Party Platforms (collectively, "Third Party Services") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of Invight or its successors and assigns, directors, officers, employees, representatives, agents, licensors, Advertisers, suppliers, partners or service providers. We do not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including, without limitation, their privacy policies), regardless of whether the Services' or Invight's logos, marks, names and/or sponsorship or other identification is on the Third Party Services. If any Third Party Services you interact with obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability in connection for any use, collection or disclosure by or in connection with such Third Party

Services. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

13. DATA AND WIRELESS ACCESS CHARGES. Certain Invight Apps and other Services may require data access, and the provider of data access (e.g., network operator, wireless carrier, etc.) for your Device may charge you data access fees in connection with your use of such Invight Apps and other Services, including, without limitation, wireless carrier messaging and other communication, messaging and data fees and charges. Under no circumstances will Invight be responsible for any such data access fees and charges in connection with your use of any Invight Apps or other Services, including wireless internet, email, text messaging or other charges or fees incurred by you (or any person that has access to your Device, telephone number, email address, User Account or other similar information). Further, the use or availability of certain Invight Apps and other Services may be prohibited or restricted by your wireless carrier and/or data access provider, and not all Invight Apps and other Services may work with all wireless carriers, networks, platforms, services or Devices.

14. ASSIGNMENT. These Terms of Use, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by Invight without restriction and without notice to you.

15. INDEMNITY. You agree to defend, indemnify and hold the Invight Parties (as defined below) harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) your use of the Services, (b) your breach or violation these Terms of Use or (c) your User Content. Invight reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and all negotiation for its settlement or compromise (as applicable), and in each such case, you agree to fully cooperate with us upon our request.

16. DISCLAIMER AND LIMITATIONS OF LIABILITY. THESE SERVICES, AND ALL INVIGHT CONTENT, PRODUCTS, SERVICES AND USER CONTENT (EXCLUDING YOUR USER CONTENT) MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, THAT THE ESTABLISHMENT WILL GRANT YOUR ACCESS TO AN EVENT, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, USER CONTENT AND CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICES.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INVIGHT, ITS PARENT COMPANIES, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS (COLLECTIVELY, THE "INVIGHT PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL INVIGHT BE LIABLE TO YOU IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS OF USE FOR DAMAGES IN EXCESS OF \$1,000.

YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THE CAPACITY OF THE SERVICES, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY, SOME MESSAGES, CONTENT AND TRANSMISSIONS, INCLUDING, WITHOUT LIMITATION, USER CONTENT, MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE

AND AGREE THAT INVIGHT ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS OR USER CONTENT OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY USER CONTENT AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SERVICES FOR ANY TRANSACTIONS OR USER CONTENT. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES, ACCORDINGLY SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THESE TERMS OF USE MAY NOT APPLY TO YOU. IF, IN A RELEVANT JURISDICTION, THE LIMITATIONS AND EXCLUSIONS ON LIABILITY CONTAINED HEREIN ARE NOT PERMITTED, THEN THE INVIGHT PARTIES' LIABILITY SHALL BE LIMITED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

17. CUSTOMER SUPPORT. For assistance with technical issues or customer support inquiries, please send an email to ricardo@invightapp.com.

18. GOVERNING LAW; MISCELLANEOUS.

A. These Terms of Use, together with any Additional Terms, Rules, our Privacy Policy, and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contain the entire understanding and agreement between you and Invight concerning the Services and your use thereof, and supersede any and all prior or inconsistent understandings relating to the Services and your use thereof. These Terms of Use cannot be changed or terminated orally. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and these Terms of Use shall be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of these Terms of Use; however, no action arising out of these Terms of Use or your use of the Services, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). Any failure by us to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of such right or provision.

B. These Terms of Use and your use of the Services is governed by, construed and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding the state's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of New York and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise.⁶ IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

C. **YOU AND INVIGHT AGREE THAT THE RESOLUTION OF ANY DISPUTES, CLAIMS OR ACTIONS ARISING HEREUNDER, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY USE OF THE SERVICES, SHALL BE CONDUCTED IN EACH OF YOUR AND INVIGHT'S INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND YOU AND INVIGHT EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.⁷**

These Terms of Use were last modified on the date indicated above and are effective as of such date.

