April 29, 2016

THIS FOLLOWING USER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS ON WHICH MARKET TECHNOLOGIES, INC. OFFERS YOU ACCESS TO THE MARKETT PLATFORM.

These terms of service constitute a legally binding agreement (the “Agreement”) between you (“you,” or “your”) and Markett Technologies, Inc. (“Markett,” “we,” “us” or “our”), a California corporation, governing your use of the Markett website and technology platform (collectively, the “Markett Platform”).

The Markett Platform provides a marketplace where persons who seek to market and promote companies (“Marketers”) can be matched with business entities and brands (“Companies”) through the distribution of unique promotional codes (“Promo Codes”) to each Marketer for the promotional purposes of acquiring new users, purchasers, or accounts (collectively, “Customers”) for Companies through offering discounts on services and/or products to prospective Customers. Companies and Marketers are collectively referred to herein as “Users” and each User shall create a User account that enables such User to access the Markett Platform. For purposes of this Agreement, the marketing services provided by Marketers for the Companies through the Platform shall be referred to collectively as the “Services”.

MARKETT DOES NOT PROVIDE MARKETING OR PROMOTIONAL SERVICES. IT IS SOLELY UP TO THE COMPANY TO DECIDE WHETHER OR NOT TO distribute A PROMO CODE THROUGH THE MARKETT PLATFORM, AND IT IS UP TO THE MARKETER TO DECIDE WHETHER OR NOT TO CIRCULATE A PROMO CODE FROM ANY COMPANY on THE MARKETT PLATFORM. ANY DECISION BY A USER TO OFFER OR ACCEPT SERVICES ONCE SUCH USER RECEIVES a promo code THROUGH THE MARKETT PLATFORM IS A DECISION MADE IN SUCH USER’S SOLE DISCRETION.

By creating your User account and using the Markett Platform, you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Markett Platform or the Services.

**Modification to the Agreement**

We reserve the right to modify the terms and conditions of this Agreement at any time, effective upon posting the amended terms on this site. If we make changes, we will notify you by, at a minimum, revising the “Last Updated” date at the top of this Agreement. You are responsible for regularly reviewing this Agreement. Continued use of the Markett Platform or Services after any such changes shall constitute your consent to such changes. If you do not agree to any such changes you may not use or access the Markett Platform or the Services.

**Eligibility**

The Markett Platform is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Markett Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement.

**Your Information**

Your Information is any information you provide, publish or post to or through the Markett Platform (including any profile information you provide) or send to other Users (including feedback, any email feature, or through any Markett-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Markett Platform and participate in the Services. Our collection and use of personal information in connection with the Markett Platform and Services is as provided in Markett’s Privacy Policy.

You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete.

You warrant and represent to us that you are the sole author of your Information. To enable the Markett Platform to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Markett does not assert any ownership over your Information; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password provided by you or Markett for accessing the Markett Platform. You are solely and fully responsible for all activities that occur under your User account, and Markett expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

**Markett Communications**

By becoming a User, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Markett, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Markett, its affiliated companies and/or Companies, including but not limited to: operational communications concerning your User account or use of the Markett Platform or Services, updates concerning new and existing features on the Markett Platform, communications concerning promotions run by us or our third party partners, and news concerning Markett and industry developments. If you wish to opt-out of promotional emails, text messages, or other communications, you may opt-out by following the unsubscribe options provided to you, including the “end” and “stopall” options described below. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Markett Platform or the Services.

**Restricted Activities**

With respect to your use of the Markett Platform and your participation in the Services, you agree that you will not:

1. impersonate any person or entity;
2. stalk, threaten, or otherwise harass any person, or carry any weapons;
3. violate any law, statute, ordinance or regulation;
4. interfere with or disrupt the Services or the Markett Platform or the servers or networks connected to the Markett Platform;
5. post Information or interact on the Markett Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
6. use the Markett Platform in any way that infringes any third party’s rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
7. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
8. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Markett Platform;
9. “frame” or “mirror” any part of the Markett Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
10. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Markett Platform or any software used on or for the Markett Platform;
11. rent, lease, lend, sell, redistribute, license or sublicense the Markett Platform or access to any portion of the Markett Platform;
12. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Markett Platform or its contents;
13. link directly or indirectly to any other web sites;
14. transfer or sell your User account, password and/or identification to any other party; or
15. cause any third party to engage in the restricted activities above.

We reserve the right, but we have no obligation, to suspend or deactivate your User account if you do not comply with these prohibitions.

**Marketer Representations and Warranties**

By providing Services as a Marketer on the Markett Platform, you represent, warrant, and agree that:

* You have all appropriate licenses, approvals and authority to provide Services in all jurisdictions in which you provide Services.
* You will be solely responsible for any and all liability that results from or is alleged as a result of your provision of Services, including, but not limited to personal injuries, death and property damages.
* You will comply with all applicable laws, rules and regulations while providing Services, and you will be solely responsible for any violations of such provisions.
* You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.
* You will not make any misrepresentation regarding Markett, the Markett Platform, the Services or your status as a Marketer, or, while providing the Services, or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
* You will not attempt to defraud Markett or Companies in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity, we may withhold applicable payments in question.
* You will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.
* You agree that we may obtain information about you, including your criminal records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

**Payments**

As a Marketer, you will receive applicable payments (net of Markett’s Administrative Fee, as discussed below) associated with each Company promotion. Markett will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

In exchange for permitting you to offer your Services through the Markett Platform and marketplace as a Marketer, you agree to permit Markett to retain a fee based on each transaction in which you provide Services (the “Administrative Fee”). Markett reserves the right to change the Administrative Fee at any time in Markett’s discretion based upon local market factors, and Markett will provide you with notice in the event of such change. Continued use of the Markett Platform after any such change in the Administrative Fee calculation shall constitute your consent to such change.

Markett, at its sole discretion, may make available promotions with different features to any Marketers or prospective Marketers. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Markett.

**Proprietary Rights and Trademark License**

All intellectual property rights in the Markett Platform shall be owned by us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Markett Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Markett. Markett shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

If you provide Services as a Marketer, Markett grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use of “Markett” and other Markett logos, designs, graphics, icons, scripts and service or trade dress (collectively, the “Markett Marks”) solely in connection with providing the Services through the Markett Platform (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Markett’s prior written permission, which it may withhold in its sole discretion. The Markett Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Markett is the owner and licensor of the Markett Marks, and that your use of the Markett Marks will confer no additional interest in or ownership of the Markett Marks in you but rather inures to the benefit of Markett. You agree to use the Markett Marks strictly in accordance with Markett’s Terms of Service, as may be provided to you and revised from time to time, and to immediately cease any use that Markett determines to nonconforming or otherwise unacceptable.

You agree that you will not:

1. use the Promo Code for a purpose other than of promoting the applicable Company’s website, application, and the products and services available thereon;
2. create any materials that incorporate the Markett Marks or any derivatives of the Markett Marks other than as expressly approved by Markett in writing;
3. use the Markett Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Markett Marks other than in accordance with the terms, conditions and restrictions herein;
4. take any other action that would jeopardize or impair Markett’s rights as owner of the Markett Marks or the legality and/or enforceability of the Markett Marks, including, without limitation, challenging or opposing Markett’s ownership in the Markett Marks;
5. apply for trademark registration or renewal of trademark registration of any of the Markett Marks, any derivative of the Markett Marks, any combination of the Markett Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Markett Marks;
6. use the Markett Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Markett’s sole discretion. If you create any materials bearing the Markett Marks (in violation of this Agreement or otherwise), you agree that upon their creation Markett exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Markett Marks or derivative works based on the Markett Marks. You further agree to assign any interest or right you may have in such materials to Markett, and to provide information and execute any documents as reasonably requested by Markett to enable Markett to formalize such assignment.

**Copyright Complaints and Copyright Agent**

Markett respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to Markett’s Copyright Agent at

Legalzoom.com, Inc.

101 North Brand Blvd. 11th Floor Glendale CA 91203

1. a description of the copyrighted work that you claim has been infringed, including specific location on the Markett Platform where the material you claim is infringed is located. Include enough information to allow Markett to locate the material, and explain why you think an infringement has taken place;
2. a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. your address, telephone number, and e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

**Disclaimers**

The following disclaimers are made on behalf of Markett, our affiliates, and each of our respective officers, directors, employees, agents, shareholders and suppliers.

The Markett Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Markett Platform and/or the Services, including the ability to provide or receive Services at any given location or time.

We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

We do not warrant that your use of the Markett Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Markett Platform will be corrected, or that the Markett Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Markett Platform or Services.

We have no control over the quality of the marketing that occurs as a result of the Services. We cannot ensure that a Company or Marketer will complete an arranged marketing service.

We cannot guarantee that each Marketer is who he or she claims to be. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Markett Platform by persons under the age of 18 in violation of this Agreement.

Markett is not responsible for the conduct, whether online or offline, of any User of the Markett Platform or Services. By using the Markett Platform and participating in the Services, you agree that Markett is not responsible for the acts or omissions of Users on the Markett Platform or participating in the Services.

It may be possible for others to obtain information about you that you provide, publish or post to or through the Markett Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Markett Platform or through the Services. Please carefully select the type of information that you post on the Markett Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content made available through the Markett Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted on the Markett Platform or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of the Markett Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

The Markett Platform may contain (or you may be sent through the Markett Platform) links to other web sites owned and operated by third parties (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites or Third Party Content accessed through the Markett Platform.

Location data provided by the Markett Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Markett, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Markett Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Markett Platform may be accessible to Markett and certain Users of the Markett Platform.

**Indemnity**

You will defend, indemnify, and hold us and our affiliates and each of our respective officers, directors, employees, agents, shareholders and suppliers harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the Markett Platform and participation in the Services, including:

1. your breach of this Agreement or the documents it incorporates by reference;
2. your violation of any law or the rights of a third party as a result of your own interaction with such third party;
3. any allegation that any materials that you submit to us or transmit through the Markett Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
4. any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

**Release**

In the event that you have a dispute with one or more Users, you agree to release Markett (including our affiliates and each of our respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to your use of the Markett Platform or participation in the Services. Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other states), which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.” We reserve the right, but have no obligation, to monitor disputes between you and other Users.

**Limitation of Liability**

IN NO EVENT WILL WE, OUR AFFILIATES, OR EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE MARKETT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE MARKETT PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (PROVIDED HOWEVER THAT THIS PROVISION SHALL NOT LIMIT THE SCOPE OF MARKETT’S INSURANCE POLICIES REFERENCED AT WWW.MARKETT.COM/SAFETY). WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR COMMUNICATING WITH OR MEETING OTHER USERS OF THE MARKETT PLATFORM OR SERVICES, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**Agreement to Arbitrate All Disputes and Legal Claims**

You and We agree that any legal disputes or claims arising out of or related to the Agreement (including but not limited to the use of the Markett Platform and/or the Services, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute), that cannot be resolved informally shall be submitted to binding arbitration in the state in which the Agreement was performed. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by you and we. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and we agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND MARKETT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

**Term and Termination**

This Agreement is effective upon your creation of a User account, as amended by any modifications made pursuant to Section 1. You may discontinue your use of the Markett Platform or participation in the Services at any time, for any reason. We may suspend or deactivate your User account or revoke your permission to access the Markett Platform, at any time, for any reason, upon notice to you. We reserve the right to refuse access to the Markett Platform to any User for any reason not prohibited by law. Either party may terminate the Agreement for any reason upon written notice to the other party.

**Confidentiality**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Markett’s business, operations and properties, including User information (“Confidential Information”) disclosed to you by Markett 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 Markett in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Markett with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Markett or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Markett; becomes known to you, without restriction, from a source other than Markett without breach of this Agreement by you and otherwise not in violation of Markett’s rights; or 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 Markett to enable Markett to seek a protective order or otherwise prevent or restrict such disclosure.

**No Agency**

You and Markett are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

**Notices, Complaints**

Except as explicitly stated otherwise, any notices to Markett shall be given by certified mail, postage prepaid and return receipt requested to:

Legalzoom.com, Inc.

101 North Brand Blvd. 11th Floor

Glendale CA 91203

Such notice shall be deemed given three days after the date of mailing. Any notices to you shall be provided to you through the Markett Platform or given to you via the email address you provide to Markett during the registration process, and such notice shall be deemed given immediately upon sending. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Markett during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

To resolve a complaint regarding the MARKETT Platform, you should first contact our our support center at support@markett.com.

**General**

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Markett, in our sole discretion in accordance with the “Notices” section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Markett with respect to the subject matter hereof.

**Privacy Policy**

Markett is dedicated to protecting Your personal information and informing You about how We use it. This privacy policy applies to transactions and activities and data gathered through the Markett Platform. Please review this privacy policy periodically as We may revise it without notice. This privacy policy was last revised on April 28, 2016 . Each time You use the Markett Platform or provide Us with information, by doing so You are accepting the practices described in this privacy policy at that time.

**Data We Collect From You**

In order to operate the Markett Platform and to provide You with information about products or services that may be of interest to You, We may collect “personal information” (i.e. information that could be used to contact You directly (without using the Markett Platform) such as full name, postal address, phone number, credit/debit card information, or email address) or “demographic information” (i.e. information that You submit, or that We collect, that is not personal information; this may include, but is not limited to, zip code, hometown, gender, username, age/birth date, browsing history information, searching history information, and registration history information). You represent and warrant that You have the authority to provide Us with any such contact information. Demographic information is divided into two categories:

1. “non-public information”, which consists of ride transaction information and one-on-one communications between You and other users of the Markett Platform; and
2. “public information”, which consists of all other demographic information.

Please note that nowhere on the Markett Platform do We knowingly collect, keep or maintain personal information from children under the age of 18, as We require that all users represent to Us that they are at least 18 years old.

**How We Use Personal Information**

We use Your email address and Your other personal information to help Us efficiently operate the Markett Platform, to contact You in connection with Your transactions and other activities on the Markett Platform (including, but not limited to, confirmation emails, or important news that could affect Your relationship with Markett), to forward information to You from other Users and to contact You and others to suggest potential opportunities and suggestions for the Services. These types of communications are known as “Operational Communications.” In some cases, Operational Communications may also contain commercial messages, such as banner ads and special offers.

To operate the Markett Platform, including processing Your transactions and supporting Your activities on the Markett Platform, We may share Your personal information with Our agents, representatives, contractors and service providers so they can provide Us with support services such as email origination, receipt or support services, customer relationship management services, and order fulfillment. We require these entities not to use Your information for any other purpose.

By purchasing, or registering or making reservations for, products or services offered or sponsored by third parties on the Markett Platform, or electing to receive communications (such as emails or material by mail) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties on the Markett Platform, You consent to Our providing Your personal information to those third parties. Those third parties may use Your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding Your preferences for the use of Your personal information by them. Additionally, You agree that We may use and disclose all such information so submitted to such third parties in the same manner in which We are entitled to use and disclose any other information You submit to Us.

Any third party with whom We are allowed to share Your personal information is authorized to use Your personal information in accordance with Our contractual arrangements with such third parties and in accordance with their own privacy policies, over which We have no control, and You agree that We are not responsible or liable for any of their actions or omissions. Those who contact You will need to be instructed directly by You regarding Your preferences for the use of Your personal information by them.

**How to Edit Your Information**

Markett provides You with the ability to access and edit Your personal information. To update Your personal info, click Settings in the Markett menu. There You can view, update and correct Your account information.

So that We can protect the integrity of sensitive data, there are certain pieces of information, such as Your age, that You cannot alter Yourself.

Our databases automatically update any personal information You edit in Your profile, or that You request We edit. Information transmitted through boards, chats, polls or through any other means remain in Our databases and become the property of Markett upon submission. Keep this in mind if You decide to communicate personal information through any of these applications.

**Information Retention**

To preserve the integrity of Our databases, standard procedure calls for Us to retain information submitted by members for an indefinite length of time. Markett understands Your submissions as consent to store all Your information in one place for this indefinite length of time, if We so wish. If required by law, as is the case to comply with the Children's Online Privacy Protection Act (COPPA), We will nullify member information by erasing it from Our database. We will also respond to written member requests to nullify account information. Also, by using the Markett Platform, You do hereby represent and warrant that You understand and agree that all information submitted by You through the Markett Platform or otherwise to Markett becomes the property of Markett and may be used in the sole discretion of Markett in accordance with this Privacy Policy and the Terms of Use.

**How We Use Demographic Data**

We may review all demographic Data. We may use public information to enable other users to search Your profile and to communicate with You. We may use demographic information to tailor the Markett Platform and communications to Your interests. We may also share demographic information with advertisers on an anonymous and aggregated basis (i.e., without telling the advertisers Your identity). One of the reasons We may do this is to increase the likelihood that Our advertisers' goods and services will appeal to You as a user of the Markett Platform. Our sharing of demographic information with advertisers is anonymous (i.e., We do not tell advertisers which particular Markett Users are members of which demographic groups), subject to the rest of this privacy policy. When You respond to an advertisement, however, We ask You to remember that if that ad that is targeted to a demographic group and You decide to give the advertiser Your personal information, then the advertiser may be able to identify You as being a member of that demographic group.

**Choice/Opt-Out**

Markett provides Users the opportunity to opt-out of receiving communications from Us and Our partners at the point where We request information about the visitor. Markett gives Users the option to remove their information from Our database, to not receive future communications or to no longer receive Our service.

**Special Cases in Which We Share Personal Information**

Your personal information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy. We may also disclose personal information when We determine that such disclosure is necessary to comply with applicable law, to cooperate with law enforcement or to protect the interests or safety of Markett or other visitors to the Markett Platform. We also may disclose Your personal information to Our subsidiary and parent companies and businesses, and other affiliated legal entities and businesses with whom We are under common corporate control. Whenever personal information is disclosed under this paragraph, We may also disclose Your demographic information along with it, on a non-anonymous basis. All of Our parent, subsidiary and affiliated legal entities and businesses that receive Your personal information or non-anonymous demographic information from Us will comply with the terms of this privacy policy with respect to their use and disclosure of such information.

**Our Security Precautions**

Your Markett Profile is password-protected so that only You and authorized Markett employees have access to Your account information. Markett staff will never proactively reach out to You and ask for any personal account information, including Your password. If You share a computer, You should sign out of Your Markett account and close the browser window before someone else logs on. This will help protect Your information entered on public terminals from disclosure to third parties.

Markett makes commercially reasonable efforts to ensure that Your information is secure on its system. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, Markett cannot guarantee the security of any information You transmit to Us, and You do so at Your own risk. If You have any further questions on this issue, refer to Markett Terms of Use. Markett expressly disclaims any liability that may arise should any other individuals obtain the information You submit to the Markett Platform.

Markett has security measures in place to protect against the loss, misuse and alteration of the information under Our control. Your information may be transferred to and maintained on computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which You reside, and the country or jurisdiction in which these computer networks are located may not have privacy laws as protective as the laws in Your country or jurisdiction.

The Markett Platform may contain links to other web sites. We are of course not responsible for the privacy practices of other web sites. We encourage Our Users to be aware when they leave the Markett Platform to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by the Markett Platform.

**Changing our Privacy Policy for Previously Gathered Information**

If at any point We decide to use particular personally identifiable information in a manner materially different from that stated at the time it was collected, We will notify Users by way of an email or by providing 30 days notice on the Markett Platform. We also encourage You to review this privacy policy periodically. By using the Markett Platform, You do hereby represent and warrant that You have read, understand and agree to all terms of Agreement. Each time You use the Markett Platform, You agree to all terms set forth in this Agreement and any other policies published by Markett on the Markett Platform. Please note that We will continue to have the right to change Our privacy policy and practices, and how We use Your personally identifiable information, without notice, as described in herein, provided that such changes shall only apply to information gathered on or after the date of the change.

**Contacting Markett**

If You have any questions about this privacy statement, the practices of Markett, or Your dealings with Markett, You may contact Us at support@markett.com.