

Terms and Conditions

Effective: April 15, 2020

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS ("AGREEMENT") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND NEPJUN.

SECTION 12 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 12 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 12 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

1. Acceptance of this Agreement

The Company provides an online marketplace connection, using web-based technology that connects You and other consumers, restaurants and/or other businesses and independent delivery contractors ("Contractors"). The Company's software permits consumers to place orders for food and/or other goods from various restaurants and businesses. Once such orders are made, the Company's software notifies Contractors that a delivery opportunity is available and the software facilitates completion of the delivery to the consumer. The Company is not a restaurant, delivery service, or food preparation business.

If you access the website located at <https://www.Nepjun.com/>, install or use Nepjun's mobile application, install or use any other software supplied by Nepjun, or access any information, function, or service available or enabled by Nepjun (each, a "Service" and collectively, the "Services"), or complete the Nepjun account registration process, you, your heirs, assigns, and successors (collectively, "you" or "your") hereby represent and warrant that:

- (a) you have read, understand, and agree to be bound by this Agreement;
- (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with Nepjun (the "Minimum Age"); and
- (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms "User" and "Users" refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise

provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use Nepjun's Services.

2. Modifications

Subject to Section 12(h) of this Agreement, Nepjun reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

3. Additional Terms and Policies

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Nepjun's Privacy Policy, which is incorporated in this Agreement by reference. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.

4. Rules and Prohibitions

By using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, Nepjun employees, or our community.
- (b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.
- (c) You will only access the Services using means explicitly authorized by Nepjun.
- (d) You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
- (e) You will not use the Services to cause nuisance, annoyance or inconvenience.
- (f) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, user or Contractor, unless Nepjun has given you prior permission to do so in writing.
- (g) You will not copy or distribute the Software or any content displayed through the Services, including Merchants' menu content and reviews, for republication in any format or media.
- (h) You will not compile, directly or indirectly, any content displayed through the Services except for your personal, noncommercial use.
- (i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

- (j) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.
- (k) You will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party.
- (l) You will not use the Services in any way that could damage, disable, overburden or impair any Nepjun server, or the networks connected to any Nepjun server.
- (m) You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any Nepjun server.
- (n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures Nepjun may use to prevent or restrict access to the Services or use of the Services or the content therein.
- (o) You will not deep-link to the Nepjun website or access the Nepjun website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of the Nepjun website or any content on the Nepjun website.
- (p) You will not conduct any systematic retrieval of data or other content from the Services.
- (q) You will not try to harm other Users, Nepjun, or the Services in any way whatsoever.
- (r) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.
- (s) You will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first time users.
- (t) You will not attempt to undertake any of the foregoing.

5. Contractors and Merchants Are Independent

You understand and agree that Nepjun provides a technology platform connecting you with independent food service providers and others that provide the products offered through the Services ("Merchants"), and independent third-party contractors who provide delivery services ("Contractors"). You acknowledge and agree that Nepjun does not itself prepare food or offer delivery services, and has no responsibility or liability for the acts or omissions of any Merchant or any Contractor. Nepjun is not the retailer of any products offered by Merchants, nor is it in the delivery business or a common carrier. Nepjun provides a technology platform facilitating the transmission of orders by Users to Merchants for pickup or delivery by Contractors. Nepjun will not assess or guarantee the suitability, legality or ability of any Contractor or Merchant. You agree that Nepjun is not responsible for the Merchants' food preparation or the safety of the food, and does not verify Merchants' compliance with applicable laws or regulations. Nepjun has no responsibility or liability for acts or omissions by any Merchant or Contractor.

You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, and that the Contractor will be directed by your instructions to transport the products to your

designated delivery location. You agree that neither the Contractor nor Nepjun holds title to or acquires any ownership interest in any goods that you order through the Services.

6. User Account

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Nepjun immediately. Nepjun will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Nepjun or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Nepjun has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Nepjun has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by Nepjun, or if you have been previously banned from use of the Services.

7. User Content

(a) User Content. Nepjun may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "User Content"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services. You hereby grant Nepjun a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with Nepjun's business and in all forms now known or hereafter invented ("Uses"), without notification to and/or approval by you. You further grant Nepjun a license to use your username and/or other User profile information, including without limitation your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to Nepjun herein shall survive termination of the Services or your account. Nepjun reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or we consider to be objectionable for any reason. You agree that Nepjun may monitor and/or delete your User Content (but does not assume the obligation) for any reason in Nepjun's sole discretion. Nepjun may also access, read, preserve, and disclose any information as Nepjun reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to User support requests, or (v) protect the rights, property or safety of Nepjun, its users and the public.

(b) Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to Nepjun through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that Nepjun has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Nepjun a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) Ratings and Reviews. To the extent that you are asked to rate and post reviews of Merchants or other businesses ("Ratings" and "Reviews"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by Nepjun and do not represent the views of Nepjun or its affiliates. Nepjun shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company's competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; and (iv) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

8. Communications with Nepjun

By creating a Nepjun account, you electronically agree to accept and receive communications from Nepjun, Contractors, or third parties providing services to Nepjun including via email, text message, calls, and push notifications to the cellular telephone number you provided to Nepjun. 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 Nepjun, its affiliated companies and/or Contractor, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing the Settings in your account. You may also opt-out of receiving text messages from Nepjun by replying "STOP" from the mobile device receiving the messages.

9. E-SIGN Disclosure

By creating a Nepjun account, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing Nepjun at help@nepjun.com with "Revoke Consent" in the subject line.

To view and retain a copy of this disclosure, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email Nepjun at help@nepjun.com with contact information and the address for delivery.

10. Intellectual Property Ownership

Nepjun alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by Nepjun. Nepjun name, Nepjun logo, and the product names associated with the Software and Services are trademarks of Nepjun or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

11. Payment Terms

(a) Prices. You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Merchants for the same menu items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) Nepjun has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) Nepjun reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on Nepjun's income). Payment will be processed by Nepjun, using the preferred payment method designated in your account.

(b) No Refunds. Charges paid by you for completed and delivered orders are final and non-refundable. Nepjun has no obligation to provide refunds or credits, but may grant them, in each case in Nepjun's sole discretion.

(c) Promotional Offers and Credits. Nepjun, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Nepjun; (iii) are subject to the specific terms that Nepjun establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in Nepjun's Terms and Conditions for Promotional Offers and Credits. Nepjun reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Nepjun determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. Nepjun reserves the right to modify or cancel an offer at any time. Nepjun's Terms and Conditions for Promotional Offers and Credits apply to all promotional offers. Expired credits are no longer redeemable and cannot be used towards any order.

(d) Fees for Services. Nepjun may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, and Surge Fees.

(e) Referral Program. Nepjun's Referral Program Terms and Conditions are available at <https://www.Nepjun.com/referral-terms/> ("Referral Program"). Under the Referral Program, Nepjun offers its registered Users in good standing the opportunity to earn gratuitous Nepjun credits as promotional rewards by inviting their eligible friends to register as new Nepjun Users and place their initial order through the Service by using a unique referral ID link ("Personal Link"). For each Qualified Referral (as defined in the Referral Program) generated through a User's Personal Link, the User may receive a gratuitous credit as specified on Nepjun's Referral

Program page. You agree that we may change the terms and conditions of the Referral Program or terminate the Referral Program at any time.

12. Dispute Resolution.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 12 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

(a) Scope of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Services as a consumer of our Services, to any advertising or marketing communications regarding the Company or the Services, to any products or services sold or distributed through the Services that you received as a consumer of our Services, or to any aspect of your relationship or transactions with Company as a consumer of our Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES HAVE BEEN FILED AGAINST THE COMPANY—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at help@nepjun.com. The arbitration will be conducted by an arbitrator of our choosing under its rules and pursuant to the terms of this Agreement.

(c) Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages

awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Company.

(d) Waiver of Jury Trial. YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the Company are instead electing to have claims and disputes resolved by arbitration, except as specified in section 12(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(e) Waiver of Class or Consolidated Actions. YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 20.

(f) Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate as a result of this Agreement. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Nepjun username (if any), the email address you used to set up your Nepjun account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: help@Nepjun.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND THE COMPANY RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A Contractor. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A Contractor, OPTING-OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 12 HAS NO AFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH THE COMPANY.

(g) Survival. This Arbitration Agreement will survive any termination of your relationship with the Company.

(h) Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if the Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the Company.

13. Third-Party Interactions.

(a) Third-Party Websites, Applications and Advertisements. The Services may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications") and advertisements ("Third-Party Advertisements") (collectively, "Third-Party Websites & Advertisements"). When you click on a link to a Third-Party Website, Third-Party Application or

Third-Party Advertisement, Nepjun will not warn you that you have left Nepjun's Website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of Nepjun. Nepjun is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. Nepjun does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) App Stores. You acknowledge and agree that the availability of the Application is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge and agree that this Agreement is between you and Nepjun and not with the App Store. Nepjun, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application or the Services. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Application. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and you represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

14. Social Media Guidelines.

Nepjun maintains certain social media pages for the benefit of the Nepjun community. By posting, commenting, or otherwise interacting with these pages, you agree to abide by our Social Media Community Guidelines.

16. Indemnification

You agree to indemnify and hold harmless Nepjun and its officers, directors, employees, agents and affiliates (each, an "Indemnified Party"), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Software or Services; (c) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. Nepjun reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Nepjun in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's

negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Software or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or Services.

17. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Nepjun MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

Nepjun DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, Nepjun SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

18. Internet Delays

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in Nepjun's privacy policy or as otherwise required by applicable law, Nepjun is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

19. Breach And Limitation of Liability

(a) General. You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient, and to provide the Software and Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 19 to keep the Software and Services simple and efficient, and costs low, for all users.

(b) Cap on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW Nepjun'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO Nepjun IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS CAP ON LIABILITY SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

(c) Disclaimer of Certain Damages. TO THE FULLEST EXTENT OF LAW Nepjun SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC

ADVANTAGE). THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY Nepjun'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY.

20. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Nepjun agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Dallas County if you are a Dallas citizen or resident, and in the United States District Court for the District in which you reside if you are not a Dallas citizen or resident.

21. Termination

If you violate this Agreement, Nepjun may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, Nepjun may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, Nepjun reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

22. Procedure for Making Claims of Copyright Infringement.

It is Nepjun's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Nepjun by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written 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; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Nepjun's Copyright Agent for notice of claims of copyright infringement is help@nepjun.com.

23. General

(a) No Joint Venture or Partnership. No joint venture, partnership, employment, or agency relationship exists between you, Nepjun or any third party provider as a result of this Agreement or use of the Software or Services.

(b) Choice of Law. This Agreement is governed by the laws of the State of Texas consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of any other jurisdiction.

(c) Severability. Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) Notice. Where Nepjun requires that you provide an e-mail address, you are responsible for providing Nepjun with your most current e-mail address. In the event that the last e-mail address you provided to Nepjun is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Nepjun's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Nepjun through help@nepjun.com. Such notice shall be deemed given on the next business day after such e-mail is actually received by Nepjun.

(g) Electronic Communications. For contractual purposes, you (1) consent to receive communications from Nepjun in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Nepjun provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including email address, current. This subparagraph does not affect your statutory rights.

(h) Transfer and Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nepjun without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

(i) Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and Nepjun relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

24. Contact Information

Email us at help@nepjun.com.