**MYSHOPEROO, INC.   
Terms of Service**

These Terms of Service (“**Terms**”) govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services (the “**Services**,” as more fully defined below in Section 3) made available in the United States and its territories and possessions by MyShoperoo, Inc. (“**MyShoperoo**”). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND MYSHOPEROO. In these Terms, the words “including” and “include” mean “including, but not limited to.”

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. MyShoperoo may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

**1. MyShoperoo Service.**

**1.1 General.** The Services comprise mobile applications and related services (each, an “**Application**”), which enable users to arrange and schedule logistics and/or delivery services and/or to purchase certain goods, including with third party providers of such services and goods under agreement with MyShoperoo (“**Third Party Providers**”). In certain instances the Services may also include an option to receive logistics and/or delivery services for an upfront price, subject to acceptance by the respective Third Party Providers. Unless otherwise agreed by MyShoperoo in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN LOGISTICS AND/OR DELIVERY SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH MYSHOPEROO AS A PROVIDER OF LOGISTICS OR DELIVERY SERVICES OR AS A TRANSPORTATION CARRIER.

##### **1.2 License.** Subject to your compliance with these Terms, MyShoperoo grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by MyShoperoo and MyShoperoo's licensors.

##### **1.3 Restrictions.** You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by MyShoperoo; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

##### **1.4 Third Party Services and Content.** The Services may be made available or accessed in connection with third party services and content (including advertising) that MyShoperoo does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. MyShoperoo does not endorse such third party services and content and in no event shall MyShoperoo be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

##### **1.5 Ownership.** The Services and all rights therein are and shall remain MyShoperoo's property or the property of MyShoperoo's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner MyShoperoo's company names, logos, product and service names, trademarks or services marks or those of MyShoperoo's licensors.

#### 2. Access and Use of the Services

##### **2.1 User Accounts.** In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“**Account**”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to MyShoperoo certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by MyShoperoo. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by MyShoperoo in writing, you may only possess one Account.

##### **2.2 User Requirements and Conduct.** The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

##### **2.3 Text Messaging and Telephone Calls.** You agree that MyShoperoo may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an MyShoperoo account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services.

##### **2.4 Referrals and Promotional Codes.** MyShoperoo may, in its sole discretion, create referral and/or promotional codes (“**Promo Codes**”) that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that MyShoperoo establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by MyShoperoo; (iii) may be disabled by MyShoperoo at any time for any reason without liability to MyShoperoo; (iv) may only be used pursuant to the specific terms that MyShoperoo establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. MyShoperoo reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that MyShoperoo determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of MyShoperoo’s Terms.

##### **2.5 User Provided Content.** MyShoperoo may, in MyShoperoo's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to MyShoperoo through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“**User Content**”). Any User Content provided by you remains your property. However, by providing User Content to MyShoperoo, you grant MyShoperoo a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and MyShoperoo's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant MyShoperoo the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor MyShoperoo's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by MyShoperoo in its sole discretion, whether or not such material may be protected by law. MyShoperoo may, but shall not be obligated to, review, monitor, or remove User Content, at MyShoperoo's sole discretion and at any time and for any reason, without notice to you.

##### **2.6 Network Access and Devices.** You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. MyShoperoo does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

**3. Confidentiality.**

**3.1** **Nondisclosure.** Each party (each a **”Receiving Party”**) agrees that it shall use and reproduce the Confidential Information of the other party (the **”Disclosing Party”**) only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes and shall restrict disclosure of such Confidential Information to the Receiving Party’s employees, consultants, or advisors who have a need to know and who are bound by obligations of confidentiality and non­use at least as protective of such information as this Agreement and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure. **”Confidential Information”** means all information of a party disclosed to the other party, regardless of the form of disclosure, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential, the terms and conditions of this Agreement.

**3.2** **Exceptions.** Notwithstanding anything to the contrary herein, neither party shall be liable for using or disclosing information that such party can prove: (i) was publicly known at the time it was disclosed or has become publicly known through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party’s rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

**4. Representations and Warranties.**

**4.1** **Warranties.** MyShoperoo shall retain all intellectual property rights in the Service, including any and all derivatives, changes and improvements thereof, and Customer agrees that it obtains no intellectual property rights or licenses by this Agreement except those expressly granted herein. Customer hereby grants MyShoperoo a non exclusive, perpetual, irrevocable, royalty-free license to any ideas, suggestions, feedback, gift ideas or categories, or service improvements given by Customer pertaining to the Service. Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Service; (ii) not represent that it possess any proprietary interest in the Service; (iii) not directly or indirectly, take any action to contest MyShoperoo's intellectual property rights or infringe them in any way; and (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of MyShoperoo.

**4.1.1** Each party represents and warrants that (a) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, and (b) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation.

**4.1.2** Customer additionally represents and warrants that (a) the Customer Content does not infringe upon any third party's proprietary rights, including intellectual property rights (b) Customer will use the Service in compliance with all applicable laws and regulations, including laws applicable to the jurisdictions in which they send items via the Service, and any corporate gifting policies to which its recipients are subject.

**4.2** **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, MYSHOPEROO PROVIDES THE USAGE OF THE SERVICE TO CUSTOMER ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MYSHOPEROO DOES NOT WARRANT THAT (I) THE SERVICE OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED WITHOUT MISTAKE OR INTERRUPTION OR (II) THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS BY USE OF THE SERVICE.

**5. Indemnification.**

**5.1** **Customer's Indemnities.** Customer shall defend, indemnify and hold harmless MyShoperoo and its officers, directors, consultants, employees, successors and permitted assigns, from and against any third party claim, suit or proceeding and all resulting damages, costs, losses, awards and reasonable attorneys’ fees (collectively, a **”Claim”**), arising out of or relating to (a) the use or display of any Customer Content; (b) Customer's breach of its warranties under Section 6.1 of this Agreement; (c) Customer’s use of the Service in any manner that violates this Agreement or applicable laws, rules or regulations or (d) any harm suffered or alleged to be suffered by any third party caused by or in connection with items sent by Customer via the Service.

**5.2** **MyShoperoo's Indemnities.** MyShoperoo shall defend, indemnify and hold harmless Customer and its officers, directors, consultants, employees, successors and permitted assigns, from and against any Claim arising out of or relating to an allegation that the Service infringes any intellectual property right of a third party.

**6. Limitation of Liability.**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” MYSHOPEROO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MYSHOPEROO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. MYSHOPEROO DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

##### **6.1 LIMITATION OF LIABILITY.** MYSHOPEROO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF MYSHOPEROO, EVEN IF MYSHOPEROO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MYSHOPEROO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF MYSHOPEROO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MYSHOPEROO SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MYSHOPEROO'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT MYSHOPEROO HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, MYSHOPEROO’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON MYSHOPEROO’S CHOICE OF LAW PROVISION SET FORTH BELOW.

##### **6.2 Indemnity**. You agree to indemnify and hold MyShoperoo and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) MyShoperoo's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

**7. Miscellaneous.**

**7.1** **Amendments.** These terms may be amended by MyShoperoo from time to time in its sole discretion. In the event of such an amendment, MyShoperoo will notify Customer of such update via email and provide Customer 30 days to object to such amendment. If Customer does not object within such period, the amended terms will be effective with respect to Customer upon the end thereof. If Customer does object, the terms in effect immediately prior to such amendment will remain in effect until the end of the then-current Subscription Term, and the amended terms will go into effect upon the beginning of the next Subscription Term, if the agreement is renewed pursuant to the terms of the Order Form.

**7.2** **Governing law.** This Agreement is governed by the laws of the State of California, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the state and federal courts in San Francisco, California, and each party irrevocably submits to the jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**7.3** **Class Action Waiver.** Both parties agree that all claims brought against the other must be brought in such party’s individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding, except to the extent such restriction is prohibited by applicable law.

**7.4** **Assignment.** Neither party may transfer or assign its rights or obligations under this Agreement to any third party without the prior written approval of the other party, except for an assignment to an affiliated company or to a successor in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**7.5** **Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

**7.6** **Severability.** If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

**7.7** **Force Majeure.** Except for payment obligations under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

**7.8** **Publicity.** Either party may issue publicity or general marketing communications concerning its involvement with the other party, subject to such other party’s prior written/verbal approval, which shall not be unreasonably withheld or denied; provided, that Customer hereby approves the display by MyShoperoo of Customer’s name and logo on its website and in marketing materials, subject to Customer’s right to revoke such approval upon written notice to MyShoperoo.

Mailing Address: MyShoperoo Inc, 65 Enterprise, Aliso Viejo, CA 92656