

**SITE TERMS OF USE – PARTNER AGREEMENT**

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**1. Partner’s Acknowledgment and Acceptance of Terms**

**BY REGISTERING AND SIGNING UP THROUGH TAPTOBOOK.COM, PARTNER THIRD PARTY PARTNER “PARTNER” HEREBY ACCEPTS, ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS OF THIS PARTNER AGREEMENT BETWEEN:**

TAPTOBOOK, INC., a company incorporated under the laws of the state of Delaware, and

PARTNER, whose details are set out in the Partner Registration Form.

WHEREAS:

(i) TapToBook Inc. (referred to as “TapToBook”, "us" or "we") provides the [www.taptoobook.com](http://www.taptoobook.com) site and various related services including but not limited to our mobile application (together referred to as this "site") for the purpose of an online reservation system for a variety of services and goods, as well as promotional, advertising and transaction processing services for said services and goods.

(ii) Partner is a purveyor, owner, or provider of such goods and services. Partner also may own websites and/or mobile applications with regards to said goods and services.

(iii) TapToBook, Inc. and Partner hereby agree that, for the duration of this Partner Agreement, TapToBook, Inc. shall provide promotional, advertising and transaction processing services, as well as reservation services, the “Service,” on behalf of Partner.

**IMPORTANT!**

**USE OF TAPTOBOOK’S CUSTOMER CONTACT SERVICES REQUIRES PRIOR, EXPRESS WRITTEN CONSENT:** Pursuant to TapToBook’s provision of text, SMS, email, mobile app and social media messaging capabilities and notifications regarding available appointments, promotions, sales, and deals on behalf of the Partner, Partner agrees that Partner is solely responsible for the content of these messages and notifications. Partner represents and warrants to TapToBook that Partner has complied with, and will continue to comply with through the term of this Agreement, all federal, state and local laws, rules and regulations regarding the sending of auto-dialed calls and text messages, as well as other forms of advertising and promotional messages, including, but not limited to, obtaining the requisite prior, written consent under both the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (“CAN-SPAM Act”) and the Telephone Consumer Protection Act of 1991 (“TCPA”). By accepting this Partner

**Agreement, you certify that any contacts you import, input or otherwise use in the TapToBook platform have already given EXPRESS WRITTEN CONSENT to receive marketing communications from your business. Such marketing communication may be in the form of, but is not limited to, text messages that are delivered by means of auto-dialer technology.**

**Partner hereby agrees that, at any time, TapToBook may request Partner to provide TapToBook with evidence of such EXPRESS WRITTEN CONSENT. And Partner shall promptly (but in no event later than seven business days of receiving such request) comply with such request.**

This Agreement is effective as of January 1, 2018. We reserve the right to change this Partner Agreement from time to time. If a change to this Agreement meaningfully reduces your rights or if we change our pricing structure, we will notify you by sending a message to the email address associated with your account, posting on our site or on this page. You acknowledge and agree that it is your responsibility to review the Site and this Partner Agreement periodically and to be aware of any modifications. Your continued use of the Services after such modifications will constitute your acknowledgment of the modified Partner Agreement and agreement to abide and be bound by the modified Partner Agreement.

As used in this agreement, references to our "Associates" include our owners, subsidiaries, associated companies, officers, directors, suppliers, affiliates, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

**YOU AGREE TO BE BOUND BY THIS PARTNER AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS PARTNER AGREEMENT, PLEASE IMMEDIATELY CEASE USE OF THE SERVICES. YOUR REMEDY FOR DISSATISFACTION WITH THE SERVICES, OR ANY PRODUCTS, CONTENT, OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICES, IS TO STOP USING THE SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THIS PARTNER AGREEMENT BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE SERVICES.**

## **2. No Partnership**

This Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed to create a partnership, relationship of partners, joint venture, or principal/agent relationship between or among the Parties. Unless Parties expressly agree otherwise in writing, neither shall (i) enter into any contract or commitment with third parties as "agent" or on behalf of the other Party, (ii) describe or present itself as such an agent or in any way hold itself out as being such an agent, or (iii) act on behalf of or represent the other Party in any manner, or for any purpose, except those purposes expressly stated in the Agreement herein.

Unless TapToBook, Inc., expressly states otherwise, Partner may not publish any statement,

either express or implied, that it is a part of, or endorsed by, TapToBook, Inc.

### 3. Non-Exclusivity

Subject to the terms and conditions of this Agreement, the Partner shall operate as a non-exclusive Partner of TapToBook, Inc., and TapToBook, Inc., shall provide non-exclusive services to Partner.

### 4. Description of Services

TapToBook, Inc. is the provider of a software platform allowing local services businesses (“Partners”) to engage and transact online with new and existing customers (“Users”). We facilitate the communication and booking of unfilled appointments and collect payments from Users wishing to schedule appointments and/or purchase services from our Partners.

TapToBook also provides text, SMS, email, mobile app and social media messaging capabilities and notifications regarding available appointments, promotions, sales, and deals on behalf of the Partner. Partner is solely responsible for the content of these messages and notifications. Partner represents and warrants to TapToBook that Partner has complied with, and will continue to comply with through the term of this Agreement, all federal, state and local laws, rules and regulations regarding the sending of auto-dialed calls and text messages, as well as other forms of advertising and promotional messages, including, but not limited to, obtaining the requisite prior, written consent under both the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (“CAN-SPAM Act”) and the Telephone Consumer Protection Act of 1991 (“TCPA”). **By accepting this Partner Agreement, you certify that any contacts you import, input or otherwise use in the TapToBook platform have already given EXPRESS WRITTEN CONSENT to receive marketing communications from your business. Such marketing communication may be in the form of, but is not limited to, text messages that are delivered by means of auto-dialer technology.**

Individual consumers (“Users”) can also search for and book on-demand appointments for services with Partners through our mobile application and site. TapToBook uses the location of a User’s device to display a list of nearby Partners with available appointments and potential deals.

Partners and Users are solely responsible for providing, at their own expense, all equipment necessary to use the Services and their own Internet access (including payment of service fees associated with such access and sending and receiving text, SMS, email, mobile app and social media messaging).

Some of our Site features may not be available on our mobile application Service, including but not limited to, The Blog, marketing pages specific to Users and Partners, and our About Us and Contact pages. We reserve the sole right to either modify or discontinue the Site, including any features therein, at any time upon two weeks’ notice to Partner. Partner agrees that TapToBook shall not be liable to Partner or any third party should we exercise such right. Modifications may include, but are not limited to, the addition of or changes to fee-based services, or changes to the current subscription plan. Any new features that augment or enhance the then-current Services

on this Site shall also be subject to the Site's Terms of Use.

Partner understands and agrees that temporary interruptions of the Services available through this Site may occur as normal events. Partner further understands and agrees that TapToBook has no control over networks provided by third parties, including Partner, and any delays and disruption of said network transmissions are completely beyond TapToBook's control and beyond the scope of TapToBook's liability.

Partner understands and agrees that the Services available on this Site are provided "AS IS" and that TapToBook assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings for either Users or Partners.

## **5. License**

Partner hereby grants to TapToBook, Inc., a non-exclusive, royalty free and worldwide right and license to display such elements of the Partner data as used on its website and/or mobile application as provided or made available to TapToBook to promote and market the Service subject to the terms set out in this Agreement.

## **6. Covenants and Undertakings**

Upon completion of the PARTNER APPLICATION REGISTRATION, Partner hereby covenants to perform the following:

- (a) Partner agrees to use commercially reasonable endeavors to customize Partner's website and/or mobile applications in such a way as to direct traffic through the TapToBook mobile application and/or website for booking and reservation services.
- (b) Partner agrees to not negatively or detrimentally speak of or comment on TapToBook, Inc., the website and mobile application of TapToBook, Inc., or the business of TapToBook, Inc, and shall not persuade, induce, or attempt to induce any User or other Partner to terminate or cease use of TapToBook, Inc.'s services or to reduce another User's or Partner's dealings and/or business with TapToBook, Inc.
- (c) The Partner shall duly and diligently maintain and adjust the contents of the Partner posts on TapToBook, Inc., and shall keep all calendars and reservation times available to Users up-to-date and accurate. Partner shall promptly correct any errors or omissions in regards to available appointment times, and in relation to the goods and/or services Partner offers to Users through TapToBook, Inc.

Upon PARTNER's completion of the PARTNER APPLICATION REGISTRATION, TapToBook, Inc., hereby covenants to perform the following:

- (a) TapToBook, Inc. agrees to provide Partner with any and all information regarding reservations made through TapToBook, Inc.'s services in a diligent and timely manner.
- (b) TapToBook, Inc. agrees to reach out to customers and potential customers of Partner through email, text, SMS, mobile app and social media promotions and notifications to the extent permitted by law.

## 7. Term

Unless otherwise agreed, this Agreement shall commence on the date of Partner's completion of the PARTNER APPLICATION REGISTRATION. Each Party may terminate this Agreement with immediate effect at any time and for any reason with one week's notice to the other Party.

Each Party may terminate this Agreement or suspend this Agreement in respect of the other Party, with immediate effect and without notice of default being required, in case of a material breach by the other Party of any term of this Agreement; a change of control or ownership in respect of the other Party, and/or upon filing of bankruptcy or dissolution of the Party's business.

## 8. User Designations

TapToBook Inc. provides platforms for both Users and Partners of the site, both of which shall be broken down in this section. If you have any questions regarding any of these designations, please contact us at [info@taptobook.com](mailto:info@taptobook.com).

- **Users**
  - Our Users consist of individual consumers that use our site as a platform to book and pay for appointments available by our Partners.
- **Partners**
  - Our Partners are local businesses (one business per account), which can list services and offer and sell these services on the site.
  - TapToBook charges monthly subscription fees for our Partners' usage of its Services. Fees are billed to a Partner's credit card at the beginning of each billing cycle to cover our fee for the upcoming month.
  - Once the TapToBook billing cycle has begun, Partners may not deactivate TapToBook until the current billing cycle is complete, although requests for deactivation may be made at any time and will automatically take effect at the next billing cycle. Partners may choose a monthly, annual, or 2-year billing cycle, which will begin immediately upon activating the TapToBook subscription. For Partners with multiple locations on the Application, a separate TapToBook fee will be assessed for each separate Partner location. The pricing for the TapToBook fee will be as set forth within the Partner's online account settings.

## 9. Registration Data and Privacy

In order to access the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. Your account and subsequent use of this site are subject to approval by our administration department. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. You will be required to acknowledge and accept our Privacy Policy and Site Terms of Use - Partner Agreement before you can complete registration

including providing necessary business details, uploading client lists, as well as selecting services you wish to offer and other customized inputs, including, but not limited to price ranges for services selected from a pre-generated list we provide or an exact price for a specifically named service.

Our Services also provide you with features like business and campaign analytics and automated marketing campaigns. These and other features may require our systems to access, store and scan your Data. You give us permission to do those things, and this permission extends to trusted third parties we work with.

Your registration will be cross-platform between the mobile application and website. Any notifications or communications will work across both platforms. By registering an account on our site, you agree to receive communications including but not limited to, notifications, e-mails, texts, and SMS, in order to communicate new bookings, send promotional content, and any other marketing devices or new features this site may employ.

Registration is limited to those Users who are eighteen (18) years of age or older. In accordance with the Children's Online Privacy Protection Act we will immediately remove any information or content provided by or relating to a child under the age of thirteen (13) if we discover a User is under the age of thirteen (13). Please see our Privacy Policy for further information.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

## **10. Payment of Fees**

TapToBook makes its Services available to Partners on a subscription basis. Partners may select the subscription tier and billing cycle that best suits their needs and can modify their selections from their account settings. Subscription tiers will be subject to messaging limits after which point Partners will be subject to additional per message rates for sending messages in excess of the stated limit for their selected tier. Partners may choose a monthly, annual or 2-year billing cycle which will begin immediately upon activating the TapToBook subscription. The due date for payment of the subscription will be determined at the time of registration. We reserve the right to change the tier structure and/or subscription fee program at any time with notice to you. Your continued use of our site demonstrates your agreement to be bound by these terms.

By providing a debit or credit card, PayPal account, or other payment method accepted by TapToBook ("Payment Method"), Partner agrees that TapToBook is authorized to charge Partner a monthly, annual or 2-year TapToBook Fee, as selected by Partner. If a Partner wants to use a different Payment Method than the one Partner provided to TapToBook, or if there is a change in Partner's payment information, Partner may edit its Payment Method information in its online account settings or by contacting support at [info@TapToBook.com](mailto:info@TapToBook.com). If Partner's Payment Method expires and Partner does not edit its Payment Method information or cancel TapToBook, Partner authorizes TapToBook to continue billing, and Partner shall remain responsible for any uncollected amounts. As used herein, "billing" shall indicate either a charge or debit, as

applicable, against Partner's Payment Method. The pricing and billing cycle for the TapToBook Fee will be as set forth within the Partner's online account settings. Partner authorizes TapToBook to bill its credit card on file at the start of the first billing cycle, continuing on the same calendar day of the month for each month thereafter (if Partner elects monthly billing) or on the anniversary of Partner's first billing date (if Partner elects annual billing) or on the 2<sup>nd</sup> anniversary of Partner's first billing date (if Partner elects 2-year billing) until Partner cancels TapToBook or the account or service is otherwise suspended or discontinued pursuant to the Terms of Use or this Partner Agreement. If a Partner cancels TapToBook, there will be no refund for the remaining service period following cancellation, but Partner shall receive the benefits of TapToBook until the end of the current billing cycle, at which time the Partner will not be subject to any further charges. Processing fees (for payment of subscription fees and payment processing of User purchases via the TapToBook site) are additional and are charged on a per transaction basis.

TapToBook uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing services. By using the Braintree payment processing services you agree to the Braintree Payment Services Agreement and the applicable bank agreement available at:

<https://www.braintreepayments.com/legal/gateway-agreement>  
<https://www.braintreepayments.com/legal/cea-wells>

To receive payments from Users, Partners must provide TapToBook with their checking account information, including the name of Partner's bank, the account number, and routing number. TapToBook will make weekly payments to Partner's bank account via electronic funds transfer after deducting transaction fees and processing fees as appropriate. If Partner wants to change its bank account information, Partner may edit this information in its online account settings or by contacting support at [info@TapToBook.com](mailto:info@TapToBook.com). Should Partner's bank account close or reject payments made to it by TapToBook, TapToBook will retain amounts due to Partner until valid bank account information is provided by Partner to TapToBook.

Subject to the terms of this agreement, TapToBook reserves the right to change its fees, including the amount of the fees it charges, upon fourteen (14) days advance written notice or by posting notice of the amendment on the Partner Agreement or Terms of Use (currently accessible from the main navigation menu for all logged in users) or elsewhere on the Site. Notice of any change may be sent to the email address Partner provided during account registration. Partners may voluntarily adjust their preferred payment structure for their accounts at any time by contacting customer service at [info@TapToBook.com](mailto:info@TapToBook.com), which shall have five (5) business days to implement the requested change.

All Partners utilizing the Services shall have their own sales, refund, and dispute resolution policies. Partners shall list these policies on their respective web sites. Partners are solely liable for fulfillment, delivery, and execution of all bookings listed via the TapToBook Services

If, for any reason, Partner refuses to pay amounts billed for the Services, Partner agrees that we may, at our option, suspend or terminate its subscription to the Services and require Partner to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement

of suspended or terminated accounts.

Partner agrees that until its subscription to the service is terminated, it will continue to accrue charges for which it remains responsible, even if Partner does not use the Services.

In the event legal action is necessary to collect on balances due, Partner agrees to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

## **11. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- (f) Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups,



software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "User's Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Partners who violate systems or network security may incur criminal or civil liability.

Furthermore, TapToBook Inc. discourages, and refuses to support any appointments or bookings that include drugs, illegal activity, firearms and/or weapons, prostitution, and the exchange of the cash value for a booking. If TapToBook Inc. discovers any of the above referenced activity on any page or listing, the cited account may be terminated at our sole discretion.

You agree that we may at any time, and at our sole discretion, terminate your subscription without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **12. Offering Appointments and Services**

TapToBook Inc. is a service provider for the Partner identified in the transaction and the Partner is the sole issuer of the transaction. Partners may offer discounts for a specific appointment time at their discretion. Discounted openings can only be used on, and will expire on, the expiration of the specified appointment time. Partners have sole discretion regarding the expiration of a discounted order.

### **Booking Appointments**

- (a) TapToBook shall promote Partner Services in accordance with this Agreement and subject to the "Terms of Use" for its Users (consumers).
- (b) Partner is considered the seller of the Partner services that are matched to the services for which the User conducts a search through the Site. After a TapToBook user books or pays for an appointment on TapToBook, details of the Partner's services and or payment will be sent to the User and Partner by TapToBook electronically
- (c) Partner shall honor all Bookings that are scheduled using TapToBook. Partner is

responsible for accurately listing any applicable exclusions to Offers posted via the Services.

### TapToBook Listings

(a) TapToBook shall list Partner Services in the TapToBook Find Services section of the Application for discovery by Users in accordance with this Section of the Agreement. In order to maximizing the exposure of your business online and the number of appointments scheduled through the Site, TapToBook strongly advises Partners to complete the “Select Services” section of the sign up process (which can also be accessed after sign up through the “Edit Business Details” section of the main menu). Selecting all of the services your business offers and then inputting corresponding pricing details can meaningfully enhance your success with the TapToBook platform.

(b) TapToBook may, at its sole discretion, enter into agreements with third party websites and businesses, optimize any current or future internet listings for your business to take advantage of search engine marketing, lead generation or social networking opportunities, and perform any other acts TapToBook deems appropriate to increase traffic and use of the Services. TapToBook may promote Partner's business and Services through a variety of online and offline channels, including: advertising, promotion mediums, social media accounts, search engines, Google, Google AdWords, keyword advertising, Facebook Ads, Twitter, email distribution lists, TapToBook's homepage, email newsletters, featured service offerings of the day, third-party marketplaces, business partner websites or mobile applications, or through TapToBook's Partners and their networks. Such promotional efforts may include Partner's name, scheduling information, menu, service descriptions, pricing, and other data relating to the Partner's business. In addition, from time to time, TapToBook may provide Users with additional information on Partners and the services or products they offer.

(c) TapToBook may add, edit, rephrase, or update information, including services, variations of services, pricing updates, staff member names, photographs and other information, on a Partner's TapToBook profile, so long as TapToBook reasonably believes the information is accurate. TapToBook may use information available on Partner's own website, Facebook or other social media pages, or third-party sites, including Yelp and other consumer review websites, or received through the sign up process. Partners may request TapToBook to remove or stop using any information obtained from a Partner website by emailing support at [info@TapToBook.com](mailto:info@TapToBook.com).

(d) Third Party and Partner Websites and Applications. TapToBook may publish or promote any information acquired under this Agreement, including calendar availability, business information, service descriptions and prices, on any third-party websites or mobile applications. TapToBook may also make it possible to book Services through an embedded widget or Application Program Interface (API) on third-party websites or mobile applications. TapToBook is not obligated to promote all Partner Services using these third party and Partner websites and mobile applications.

(e) Termination. TapToBook may terminate the publication or promotion of the Services at any time.

(f) Initial Marketing Opt-Out. As part of the initial marketing of our service, we may use publicly available information about your business to highlight service offerings from potential Partners we would like to work with. If you are not a current Partner, we may contact you if users have expressed an interest in selecting your services. If you would not like us to promote your business in this manner, you may opt-out by contacting us at [info@taptobook.com](mailto:info@taptobook.com).

### Communications with Users

Partners agree to respect the privacy of Users by not utilizing User phone numbers or email addresses in their own marketing campaigns. Any use of personally-identifiable User information should be for TapToBook purposes only.

### **13. Cancellation Policy**

To assist us in maintaining a consistently high level of service for our Partners and Users, TapToBook has instituted a 24-hour cancellation policy for all purchases completed through our site. Users will have the ability to cancel prior to 24 hours before their appointment time. Within 24 hours of the appointment time, Users will not be able to cancel the appointment. Should a Provider not be able to honor the appointment selected by a User, TapToBook will offer an alternate appointment. Should an alternate appointment not be convenient for a User, TapToBook will cancel the transaction without charging User's method of payment. A User's method payment will only be charged once the price and time of the service purchased is confirmed by a Partner.

### **14. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

### **15. Intellectual Property Information**

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For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be

viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

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## **16. Partners' Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals; accordingly, we request that you do not submit them to us in any circumstance.

We respect the intellectual property of others and we ask you to do the same. If you or any user of this site believes its copyright, trademark, or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the

owner of an exclusive right that is allegedly infringed;

- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing, or to be subject to infringing activity, and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

**Designated Agent for Claimed Infringement:**

Jason Novick  
1571 Sawgrass Corporate Parkway, Suite 100  
Sunrise, FL 33323  
[info@taptobook.com](mailto:info@taptobook.com)  
(844) 4-TapApp

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

**17. Disclaimer of Warranties**

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You further acknowledge and agree that TapToBook Inc. is not responsible for (a) any price adjustments made by a Partner related to an order, or an appointment time or a merchant product or service, and (b) any claims for injuries, illnesses, damages, liabilities and costs ("Liabilities")

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In the event that any User has a dispute with any party to a booking, the Partner agrees to release and indemnify TapToBook (and its agents, Partners, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such booking or transaction.

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## **24. Dispute Resolution and Mediation**

**Resolution Period:** We want to address your concerns without needing a formal legal case. Before filing a claim against TapToBook, you agree to try to resolve the dispute informally by contacting [info@taptobook.com](mailto:info@taptobook.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or TapToBook may bring a formal proceeding.

**Mediation:** We may elect to resolve any controversy or claim arising out of or relating to this Agreement or the site, by mediation. The mediator shall be chosen by TapToBook Inc., and all mediation proceedings shall take place in Broward County, Florida. In the event a dispute is not resolved via mediation, all suits should be filed in accordance with the sections below.

**No Class Actions:** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

## **25. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site, both of us agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts of Broward County and the United States District Court for the Southern District of Florida with respect to such matters.

## **26. Notices**

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Affairs at [info@taptobook.com](mailto:info@taptobook.com), if by e-mail, or at TapToBook Inc., Customer Affairs, 1571 Sawgrass Corporate Parkway, Suite 100, Sunrise, FL 33323 if by conventional mail. Notices to you may be sent either to the e-mail address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance. Such broadcasts shall constitute notice to you.

Any notices or communication under this Agreement will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed e-mail.

## **27. Entire Agreement**

This constitutes the entire Partner Agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement, or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **28. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Partners must be instituted with one (1) year after the cause of action arises or it will be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this site and/or mobile application or use of or access to this site and/or mobile application.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## **29. Contact Information**

If you notice that any user is violating these Terms of Use, please contact us at [info@taptobook.com](mailto:info@taptobook.com).