

## **TERMS OF USE**

Citiscapc Real Estate Holdings LLC, a New York Limited Liability Company and Citiscapc Technologies Corp a New York Corporation (the “**Company**”), welcomes you to Citiscapc’s mobile application, website, software and services (Collectively “**Services**”). It is important to the Company that you and other visitors have the best possible experience while using the Services, and that, when you use the Services, you understand your terms of use, legal rights and obligations. Please read this agreement, which governs your use of the Services, including any content, functionality, and services offered on or through the Services.

Your access to the Services is on the condition that you agree to this agreement. By accessing the Services, including purchasing a subscription, you agree to this agreement. If you do not want to agree to this agreement, you shall not access the Services.

**No Minors.** To download, install, access or use the Services, you must be 18 years of age or over. If you are under 18 and you wish to use download, install, access or use the Services, you must get consent from your parent or guardian before doing so.

**No Child Pornography.** The Company prohibits pornographic content involving minors. If you see any visual media, real or simulated, depicting minors engaged in sexual activity within the Services, please promptly report this to the Company at [info@citiscapcapp.com](mailto:info@citiscapcapp.com). Please include with your report all appropriate evidence, including the date and time of identification. The Company will promptly investigate all reports and take appropriate action. The Company fully cooperates with any law-enforcement agency investigating child pornography.

## **INTRODUCTION**

This agreement applies to all users of the Services. By accessing any part of the Services, you agree to this agreement. If you do not want to agree to this agreement, you must leave the Services.

**The Company may change this agreement on one or more occasions by updating its Services.** The top of the agreement will tell you when the Company last updated it. Changes will take effect on the “last updated” date stated on the top of these Services.

Changes will not operate retroactively. The Company will try to notify you when it changes this agreement if it can do so in a reasonable manner. But you should frequently check the Services to make sure that you are operating under the most current version of the agreement.

**The Company will consider your continued use of the Services after it posts the changes as your acceptance of the changes even if you do not read them.** If you do not agree to the changes, your sole remedy is to stop accessing the Services. If you have any questions about this agreement or any questions or comments about the Services, please email the Company at [info@citiscapapp.com](mailto:info@citiscapapp.com).

**By accessing the Services, you state that the following facts are accurate:**

1. You are at least 18-years old, have reached the age of majority where you live, and you have the legal capacity to enter into this agreement;
2. All information you provide to the Company is accurate, and you will promptly update this information when necessary to make sure that it remains accurate;
3. You own the credit card you pay with and authorize the Company (or its authorized payment processing agent) to charge your credit card for the subscription you purchase; and
4. By logging on, you will have released and discharged the providers, owners, and creators of the Services from all liability that may arise.

**LICENSE**

**1. License Grant**

The Company hereby grants you a nonexclusive, nontransferable, nonsublicensable license to access the Services and its content for your personal and noncommercial use in accordance with this agreement. By “**access**,” the Company means visit the Services, use its services, and view or download its content. “**Content**” includes the live alerts, audio transmissions, text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, and other materials found on the Services.

The internet connection required to use the Services, and any associated charges (e.g. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense. Transmitting and receiving real-time updates to and from

the Service, requires an online (e.g. Wi-Fi, 3G, 4G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

## **2. License Restrictions**

The license granted in the previous paragraph does not include any of the following:

- a) resale or commercial use of the Services;
- b) distribution, public performance, or public display of the Services or the content;
- c) changing or otherwise making any derivative uses of the Services and the content, or any part of the Services or the content, unless the Company specifically authorizes change or derivative use in a separate written agreement with you;
- d) use of any data mining, robots, or similar gathering or extraction methods;
- e) downloading (other than Services caching) any part of the Services or the content except as permitted on the Services; or
- f) any other use of the Services or the content other than for its intended purpose.

Your license to access the Services does not transfer ownership of or title to a copy of any content that you view or print, and the Company only authorizes you to use your copy in accordance with this agreement. If you download or print a copy of the content for your personal use, you must retain all copyright and other proprietary notices embedded in the content. Any use of the Services or the content except as authorized by this agreement will terminate the license granted here.

Unauthorized use of the Services or the content may also violate intellectual property laws or other laws. Unless stated here, nothing in this agreement should be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

***THE COMPANY MAY REVOKE THIS LICENSE AT ANY TIME.***

## **3. Company's Intellectual Property Rights**

### 3.1 Ownership of Services

1. Unless otherwise indicated in this agreement or on the Services, the Company owns or has a license to use:
  - a) the Services, including its past, present, and future versions;
  - b) all webpages found within the Services;
  - c) all the material and information on the Services;
  - d) all graphics, text, images, audio, videos, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any copyrightable material (including source and object code), and all other materials, including the design, structure, “look and feel,” and arrangement of the content contained on the Services; and
  - e) all trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, regardless of registration, contained on the Services.
  
2. Intellectual property laws, including copyright, patent, service mark, trademark, trade dress, trade secret, international treaties, and various other intellectual property and unfair competition laws protect the Services and its content. In using the Services or the content, you will comply with all governing intellectual property laws, and any specific notices contained on the Services.

### 3.2 Trademarks

The Company’s name and logos are the trademarks of the Company, and must not be copied, imitated, or used, in whole or in part, without the Company’s advance written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and trade dress of the Company, and must not be copied, imitated, or use, in whole or in part, without the Company’s advance written permission.

Other names of actual companies, products, or services mentioned on the Services may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association by or with the Company, or that those owners endorse or have any affiliation with the Services. Nothing contained on the Services should be construed as granting, by implication or otherwise, any license or right to use any marks displayed on the Services, meta tags, or any other “hidden text” using marks that belong to the Company and its licensors, without advanced written permission from the Company or the third party who may own the mark.

### 3.3 Subscriptions

#### 1. In General

The Company allows you to subscribe to each private account on the Services in exchange for a one-time or recurring fee, as applicable to the user.

#### 2. Payment

The Company accepts payment via the payment method indicated before the purchase.

You must have a valid accepted form of payment on file in order to purchase a subscription. You must abide by any relevant terms of service or other legal agreement, whether with the Company or a third party, that governs your use of a given payment processing method. Prices for any subscription may change at any time, and the Company does not provide price protection or refunds in the event of a price reduction or promotional offering. You will pay for any subscription that you order. The Company will charge your credit card or other form of payment for the price listed for the relevant subscription, along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations. **If you purchase any automatically renewing subscriptions, you hereby authorize the Company or its payment processor to charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and the Company is unable to charge you on the next billing period, the Company may immediately revoke your access to any subscription you have purchased until you update your payment method. If you fail to update your payment method within a reasonable amount of time, the Company may cancel your subscription.**

#### 3. Taxes

If the Company is required to collect or pay any taxes in connection with your purchase of a subscription, those taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a subscription. These taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

#### 4. Refunds

**Payments are nonrefundable and there are no refunds or credits for partially used periods.** But the Company may approve a refund in the form of a credit on request if exceptional circumstances exist. The amount and form of a refund, and the decision to provide it, is at the Company's sole discretion. The provision of a refund in one instance does not entitle you to a refund in the future for similar instances; nor does it obligate the Company to provide refunds in the future, under any circumstance.

#### 5. Subscription Cancellations

If you purchase a subscription to an account that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You will retain access to the account from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period. **To cancel a subscription, please contact [info@citiscapapp.com](mailto:info@citiscapapp.com).**

#### 6. Billing Disputes

If you believe that the Company has charged you in error, you must notify the Company in writing no later than 30 days after you receive the billing statement in which the error first appeared. **If you fail to notify the Company in writing of a dispute within this 30-day period, you waive any disputed charges.** You must submit any billing disputes by email to [info@citiscapapp.com](mailto:info@citiscapapp.com) and include a detailed statement describing the nature and amount of the disputed charges. The Company will correct any mistakes in a bill and add or credit them against your future payments.

### 3.4 User Conduct

1. You are solely responsible for all acts, submissions, omissions and consequences thereof that occur because of your use of the Services. You must comply with all laws that apply to your access to the Services and its content, including laws relating to the Internet, data, email, privacy, or the sending of technical data exported from the country where you live.
2. The Services may contain message boards, chat rooms, forums, bulletin boards and other interactive features that allow users to upload, post, create, submit, publish, make available, send, share, communicate, display or transmit to other users or other persons content, data, information, videos, images, recordings, materials, code or content of any kind on or through the Services.

As a user of the Services you may submit Content to the Services and other websites linked to the Services, including but not limited to, pictures, videos and user comments. You understand that the Services do not guarantee any confidentiality with respect to any Content you submit.

You agree to only post or upload media (like photos, videos, or audio) on the Services that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy, or any other rights of any other person.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) of you or of anyone else.

It is strictly prohibited to upload media of any kind that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of Use or Company Policy.

It is strictly prohibited to upload media of any kind that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class.

By uploading any media on the Services like a photo or video: (a) you grant to Company a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully sub-licensable right and license to use, copy, print, publicly display, reproduce, modify, publish, post, transmit, create derivative works from, and distribute the media and any material included in the media; and (b) you agree to indemnify Company and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these Terms of Use.

Company reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

3. You must not engage in any of the following prohibited activities:

- a) recording or rebroadcasting any illegal content;
- b) copying, distributing, or disclosing any part of the Services in any medium, including by any automated or non-automated "scraping;"

- c) using any automated system, including “robots,” “spiders,” “offline readers,” etc., to access the Services;
- d) transmitting spam, chain letters, or other unsolicited email;
- e) posting false information;
- f) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services;
- g) taking any action that imposes, or may impose at the Company’s sole discretion an unreasonable or disproportionately large load on the Services infrastructure;
- h) uploading invalid data, viruses, worms, or other software agents through the Services;
- i) collecting or harvesting any personally identifiable information, including account names, from the Services;
- j) using the Services for any commercial solicitation purposes;
- k) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- l) interfering with the proper working of the Services;
- m) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or
- n) bypassing the security measures that the Company may use to prevent or restrict access to the Services, including features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content located on it.

#### **4. Links**

The Services may contain links to third-party websites or resources. You acknowledge that the Company is not responsible or liable for (1) the availability or accuracy of those websites or resources; or (2) the content, products, or services on or available from those websites or resources. Links to third-party websites or resources do not imply any endorsement by the Company of those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

#### **5. Third-Party Content**

Through the Services, you will have the ability to access or use content provided by third parties. The Company cannot guarantee that third-party content will be free of material you



may find objectionable or otherwise. The Company will not be liable to you for your access or use of any third-party content.

## **6. Reliance on Information Posted**

The Company makes the information presented on or through the Services available for general information purposes only. The Company is not making any warranty about the accuracy or usefulness of this information. Any reliance you place on this information is strictly at your own risk. The Company will not be liable for any reliance placed on these materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services includes content provided by third parties, including materials provided by other users, third-party licensors, syndicators, or aggregators. All information, statements or opinions expressed in these materials, and all responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person providing these materials. These materials do not reflect the opinion of the Company. The Company will not be liable to you or any other person for the content or accuracy of any materials provided by any third parties.

## **7. No Endorsement**

The Company operates the Services as a neutral host, and the Company does not regularly monitor, regulate, or police the use of the Services by any of its participants. The participation in the Services by a visitor, user, performer, or other third party (collectively, the "***participants***") does not constitute an endorsement by the Company of that participant. The Company is not responsible for the acts, omissions, agreements, promises, content, products, or other services, comments, opinions, advice, statements, offers, or information of any participant.

Participants are independent parties and the Company does not, and will not, have any responsibility or liability for the acts, omissions, agreements, promises, comments, opinions, advice, statements, or offers of any participant.

## **8. Privacy**

For information about how the Company collects, uses, and shares your information, please review the Privacy Policy. You acknowledge that by using the Services, you consent to the collection, use, and sharing (as set out in the Privacy Policy) of this information, including the transfer of this information to other countries for storage, processing, and use by the Company.

## **9. Copyright Policy**

The Company respects the intellectual property rights of others and expects users of the Services to do the same. The Company will respond to notices of alleged copyright infringement that comply with law and are properly provided to the Company. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide the Company's copyright agent with the following information in accordance with the Digital Millennium Copyright Act (DMCA):

1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
2. identification of the copyrighted work claimed to have been infringed;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
4. your contact information, including your address, telephone number, and an email address;
5. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## **10. Termination**

1. Company Policy. It is the Company's policy to terminate the user accounts of repeat infringers.
2. Termination on Notice. Either party may terminate this agreement at any time by notifying the other party.
3. Termination by the Company. The Company may suspend, disable, or cancel your access to the Services (or any part of it) if it determines that you have breached this agreement or that your conduct would tend to damage the Company's reputation and goodwill. If the

Company terminates your access for any of these reasons, you must not access the Services. The Company may block your email address and IP address to prevent further access.

4. Effect of Termination. On termination of your access to or ability to use the Services, your right to use or access the Services will immediately end. Termination of your access to the Services will not relieve you of any obligations arising or accruing before termination or limit any liability that you otherwise may have to the Company or any third party. **You are solely responsible for making sure that any recurring billing is cancelled. To cancel recurring billing, please contact the payment processor you signed up through.**
5. Survival of Provisions. This agreement's provisions that by their nature should survive termination will survive termination, including ownership provisions, indemnification, disclaimers, exclusions, and limitations of liability.

#### **A. Changes to the Services; Availability**

Although the Company may update the content on the Services on one or more occasions, the content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and the Company is not required to update that material. If you believe you have found errors or omissions on the Services, you can bring them to the Company's attention by email at [info@citiscapapp.com](mailto:info@citiscapapp.com).

While the Company will try to make sure that the Services is always available, it does not guarantee continuous, uninterrupted, or secure access to the Services. Many factors or circumstances outside of the Company's control may interfere with or adversely affect its operation of the Services.

#### **B. Compliance with Law**

The Company is located in the United States. The Company is not making any statement that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services might not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for complying with all local laws.

#### **C. Acknowledgements and Disclaimers**

- a. You acknowledge that the Company cannot and does not state that files available for downloading from the Internet or the Services will be free from loss, corruption, attack, viruses or other destructive code, interference, hacking, or other security intrusions. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for keeping a means external to the Services for any reconstruction of any lost data. The Company will not be liable for any loss or damage caused by a distributed denial-of-service (DDoS) attack, viruses, or other technologically harmful material that might infect your computer equipment, computer programs, cellular phones, data, or other proprietary material due to your use of the Services or any services or items obtained through the Services or to your downloading of any material posted on the Services, or on any website linked to the Services.
- b. You acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you hereby waive any legal or equitable rights or remedies you have or may have against the Company with respect to this content.
- c. The Company will use reasonable efforts to protect information submitted by you in connection with the Services, but you acknowledge that your submission of this information is at your sole risk, and the Company will not be liable to you for any loss relating to that information.
- d. You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Services, and you further agree and acknowledge that your use of or reliance on the Services are made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws while using the Service.
- e. Your use of the Services, its content, and any services or items obtained through the Services is at your own risk. The Company provides the Services, its content, and any services or items obtained through the Services “as is,” “with all faults,” and “as available,” without making any warranty, either express or implied. The Company is not making any warranty (1) that the Services, its content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted; (2) that defects will be corrected; (3) that the Services or the server that makes it available are free of viruses or other harmful components; or (4) that the Services or**

**any services or items obtained through the Services will otherwise meet your needs or expectations.**

- f. The Company is not making any warranty, whether express, implied, statutory, or otherwise, including any warranty of merchantability, title, non-infringement, privacy, security, and fitness for particular purpose. No advice or information, whether oral or written, obtained from the Company, the Services, or elsewhere will create any warranty not expressly stated in this agreement.**

#### **D. Limit on Liability; Release**

The Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable to you for any of the following:

- i. Suspension or termination of your third party accounts;
- ii. Errors, mistakes, or inaccuracies of content;
- iii. Personal injury or property damage resulting from your access to and use of the Services or its content;
- iv. Content or conduct that is infringing, inaccurate, obscene, indecent, offensive, threatening, harassing, defamatory, libelous, abusive, invasive of privacy, or illegal;
- v. Unauthorized access to or use of the Company's servers and any personal or financial information stored in them, including unauthorized access or changes to your submissions, transmissions, or data;
- vi. Interruption or cessation of transmission to or from the Services;
- vii. Bugs, viruses, Trojan horses, malware, ransom ware, or other disabling code that may be transmitted to or through the Services by any person or that might infect your computer or affect your access to or use of the Services, your other services, hardware, or software;
- viii. Incompatibility between the Services and your other services, hardware, or software;
- ix. Delays or failures you might experience in starting, conducting, or completing any transmissions to or transactions with the Services; or
- x. Loss or damage incurred because of the use of any content posted, emailed, sent, or otherwise made available through the Services.

You hereby release the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors from all liability arising out of

submissions or the conduct of other users or third parties, including disputes between you and one or more other users or third parties.

#### **E. Exclusion of Damages; Exclusive Remedy**

**Unless caused by gross negligence or intentional misconduct, the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable to you for any direct, indirect, special (including so-called consequential damages), statutory, punitive, or exemplary damages arising out of or relating to your access or your inability to access the Services or the content.** This exclusion applies regardless of theory of liability and even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.

**The Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors also will not be liable to you for any damages for (1) personal injury, (2) pain and suffering, (3) emotional distress, (4) loss of revenue, (5) loss of profits, (6) loss of business or anticipated savings, (7) loss of use, (8) loss of goodwill, (9) loss of data, (10) loss of privacy, or (11) computer failure related to your access of or your inability to access the Services or the content.** This exclusion applies regardless of theory of liability and even if you told the Company about the possibility of these damages or the Company knew or should have known about the possibility of these damages.

If you are dissatisfied with the Services or have any other complaint, your exclusive remedy is to stop using the Services and cancel your subscriptions. **The maximum liability of the Company and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to you for any claim will not exceed the greater of \$100 or the amount you have paid to the Company for the applicable purchase out of which liability arose even if the remedy fails of its essential purpose.**

#### **F. Scope of Disclaimers, Exclusions, and Limits**

The disclaimers, exclusions, and limits stated in sections 17, 18, and 19 apply to the greatest extent allowed by law, but no more. The Company does not intend to deprive you

of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the exclusion of some damages, or other matters, one or more of the disclaimers, exclusions, or limits will not apply to you.

## **G. Indemnification**

### a. In General

You will pay the Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, directors, and contractors (the “**Indemnified Parties**”) for any loss of the Indemnified Parties’ that is caused by any of the following:

- i. your use of or conduct on the Services;
- ii. your use of or conduct on Websites and Apps of third parties;
- iii. your breach of this agreement;
- iv. your actual or alleged violation of rights of any person, including intellectual property and privacy rights;
- v. your actual or alleged violation of any law;
- vi. your actual or alleged tortious conduct; or
- vii. your actual or alleged criminal conduct.

But you are not required to pay if the loss was caused by the Indemnified Parties’ intentional misconduct.

### b. Definitions

“**Loss**” means an amount that the Indemnified Parties are legally responsible for or pay in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.

A loss is “**caused by**” an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.

### c. Indemnified Parties’ Duty to Notify You

If the Indemnified Party has your contact information, the Indemnified Party will notify you before the 30th day after the Indemnified Party knows or should reasonably have known of a claim for a loss that you might be compelled to pay. But the Indemnified Party's failure to give you timely notice does not end your obligation, except if that failure prejudices your ability to defend or mitigate losses.

d. Legal Defense of a Claim

The Indemnified Party has control over defending a claim for a loss (including settling it), unless the Indemnified Party directs you to control the defense. If the Indemnified Party directs you to control the defense, you will not settle any litigation without the Indemnified Party's written consent if the settlement (1) imposes a penalty or limitation on the Indemnified Party, (2) admits the Indemnified Party's fault, or (3) does not fully release the Indemnified Party from liability. You and the Indemnified Party will cooperate with each other in good faith on a claim.

e. No Exclusivity

The Indemnified Parties' rights under this section do not affect other rights they might have.

## H. Governing Law; Place for Resolving Disputes

a. The Services is governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws. By entering the Services, you knowingly and voluntarily submit to the exclusive jurisdiction of the state and federal courts located in the State of New York for the purposes of any action, suit, or other proceeding arising out of this agreement. **You hereby waive any right to seek another forum or venue because of improper or inconvenient forum.**

## I. Dispute Resolution

a. In General

Each party will allow the other a reasonable opportunity to comply before it claims that the other has not met the duties under this agreement. The parties will first meet and negotiate with each other in good faith to try to resolve all disputes between the parties arising out of or relating to the Services or this agreement.

b. Litigation Election



Either party may elect to litigate the following type of case or controversy: (a) an action seeking injunctive relief, or (b) a suit to compel compliance with this dispute resolution process.

c. Mediation

**If the parties cannot settle a dispute arising out of or relating to the Services or this agreement through negotiation after 30 days, either party may, by notice to the other party and the American Arbitration Association (AAA) office located in New York, NY demand mediation under the AAA Mediation Rules.** Mediation will take place in New York, New York. The language of the mediation will be English. Each party will bear its own costs in mediation, and the parties will share equally between them all third-party mediation costs unless the parties agree differently in writing. Each party will participate actively and constructively in mediation proceedings once started and will attend at least one joint meeting between the mediator and the parties. Any party may terminate mediation at any time after an initial meeting between the mediator and the parties.

d. Arbitration

i. Procedure

**If the parties cannot settle a dispute through mediation, the parties will settle any unresolved dispute arising out of or relating to the Site or this agreement by binding arbitration administered by the AAA in accordance with the Rules of Arbitration of the American Arbitration Association. The arbitrator, and not any court or agency, will have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this agreement, including any claim that any part of this agreement is void or voidable.**

ii. Location

Unless the parties agree otherwise, the arbitration will take place in New York, NY.

iii. Fees

Each party will be responsible for paying any filing, administrative, and arbitrator fees associated with the arbitration.

iv. Award

The award rendered by the arbitrator must include costs of arbitration, reasonable legal fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

v. Confidentiality

Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this agreement without the advance written consent of both parties.

e. Right to Injunctive Relief

Nothing in this section will prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Services.

f. Recovery of Expenses

- i. In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.
- ii. For purposes of section f(i), "**prevailing party**" means, for any proceeding, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.

g. Jury Trial Waiver

**Both parties hereby waive the right to a trial by jury for any dispute arising out of or relating to the Services or this agreement. Either party may enforce this waiver up to and including the first day of trial.**

h. Class Action Waiver

**All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless the**

**Company agrees otherwise, the arbitrator will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.**

i. Limitation on Time to Bring Claims

**A party will not file a claim arising out of or relating to the Services or this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.**

J. General

a. Entire Agreement

This agreement constitutes the entire agreement between you and the Company about your access to the Services. It supersedes all earlier or contemporaneous agreements between you and the Company about access to the Services. A printed version of this agreement will be admissible in any proceedings arising out of (or relating to) this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and kept in printed form. Any additional terms on the Services will govern the items to which they pertain.

b. Copy of this Agreement

You may—and the Company recommends that you—print this agreement on your printer or save them to your computer. If you have trouble printing a copy, please email the Company at [info@citiscapapp.com](mailto:info@citiscapapp.com) and the Company will email you a copy.

c. Changes

The Company may change this agreement on one or more occasions. The Company will try to post changes on the Services at least 15 days before they become effective. Changes will become effective on the "last updated" date stated at the top of this page. **Changes will not apply to continuing disputes or to disputes arising out of (or relating to) events happening before the posted changes.** While the Company will try to notify you when the Company changes this agreement, the Company does not assume an obligation to do so, and it is your responsibility to frequently check this page to review the most current agreement. **By continuing to use the Services after the Company posts changes to this agreement, you agree to the revised agreement.** If you do not agree to the revised agreement, your exclusive remedy is to stop accessing the Services. If you

need more information about the changes or have any other questions or comments about the changes, please contact the Company at [info@citiscapapp.com](mailto:info@citiscapapp.com).

d. Assignment and Delegation

The Company may assign its rights or delegate any performance under this agreement without your consent. You will not assign your rights or delegate your performance under this agreement without the Company's advanced written consent. Any attempted assignment of rights or delegation of performance in breach of this section is void.

e. No Waivers

The parties may waive any provision in this agreement only by a writing signed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

f. Severability

The parties intend as follows:

- i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- ii. that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement will be held unenforceable;
- iii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
- iv. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

g. Notices

Sending Notice to the Company

You may send notice to the Company by email at [info@citiscapapp.com](mailto:info@citiscapapp.com) unless a specific email address is set out for giving notice. The Company will consider an email notice received by the Company only when its server sends a return message to you

acknowledging receipt. The Company may change its contact information on one or more occasions by posting the change on the Services. Please check the Services for the most current information for sending notice to the Company.

#### Sending Notice to You—Electronic Notice

**You consent to receiving any notice from the Company in electronic form either (1) by email to the last known email address the Company has for you or (2) by posting the notice on a place on the Services chosen for this purpose.** The Company will consider notices sent to you by email received when its email service shows transmission to your email address. You state that any email address you gave the Company for contacting you is a current and valid email address for receiving notice, and that your cellular phone has hardware and software configured to send and receive email through the Internet and to print any email you receive.

#### h. Force Majeure

The Company is not responsible for any failure to perform if unforeseen circumstances or causes beyond its reasonable control delays or continues to delay its performance, including:

- i. Acts of God, including fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters;
- ii. War, riot, arson, embargoes, acts of civil or military authority, or terrorism;
- iii. Fiber cuts;
- iv. Strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials;
- v. Failure of the telecommunications or information services infrastructure; and
- vi. Hacking, SPAM, or any failure of a computer, server, network, or software.

#### i. No Third-Party Beneficiaries

This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

#### j. Relationship of the Parties

This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship between the parties and the parties expressly disclaim the existence of any of these relationships between them. Neither of the

parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

k. Successors and Assigns

This agreement inures to the benefit of, and are binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign rights or delegate obligations under this agreement. Section J(d) addresses these matters.

l. Permission to Email You

You grant the Company permission to email you notices, advertisements, and other communications to you, including emails, advertisements, and notices. Your permission will continue until you ask the Company to remove you from its email list. For more information, please see the <https://citiscapapp.com/privacy-policy.pdf>

m. Electronic Communications Not Private

The Company does not provide facilities for sending or receiving confidential electronic communications. You should consider all messages sent to the Company or from the Company as open communications readily accessible to the public. You should not use the Services to send or receive messages you only intend the sender and named recipients to read. Users or operators of the Services may read all messages you send to the Services regardless of whether they are intended recipients.

n. Electronic Signatures

**Any affirmation, assent, or agreement you send through the Services will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your finger, mouse, keystroke, or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.**

o. Feedback

The Company encourages you to provide feedback about the Services. But the Company will not treat as confidential any suggestion or idea provided by you, and nothing in this agreement will restrict its right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.

p. English language

The Company drafted this agreement in the English language. No translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in English.

q. Your Comments and Concerns

You should direct all feedback, comments, requests for technical support, and other communications relating to the Services to [info@citiscapapp.com](mailto:info@citiscapapp.com).

r. Usages

In this agreement, the following usages apply:

- i. Actions permitted under this agreement may be taken at any time and on one or more occasions in the actor's sole discretion.
- ii. References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- iii. References to numbered sections in this agreement also refer to all included sections. For example, references to section 6 also refer to 6.1, 6.1(a), etc.
- iv. References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- v. "A or B" means "A or B or both." "A, B, or C" means "one or more of A, B, and C." The same construction applies to longer strings.
- vi. "Including" means "including, but not limited to."

s. Company reserves all rights not expressly granted to you.