

Terms of Service

Effective February 12, 2020

A. About Us:

Welcome to OPENTHEAPP Services. This Agreement is between you and the OPEN THE APP LLC (“OPEN THE APP”, the “Company”, “us”, “we”, or “our”). We provide an online venue, and act as a facilitator to connect Sellers with Buyers. We do this through the services offered on the Website, Mobile Applications, and any other products and services otherwise offered by us (together with the Website, Mobile Applications, Content (defined below), and all of the products and services offered by us, our “Services”). By accessing or using our Services, you the end user of our Services (together with Sellers and Buyers, collectively “User”, “you”, or “your”), expressly agree to be bound to and to abide by these Terms of Service (“Terms”), our Privacy Policy, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements whether or not you register for a user account (a “Profile”) with us, or whether or not you obtain, transmit, post, send, receive, link, email, upload, download, submit or otherwise communicate (“Post”): text, ratings, images, video, audio, graphics, links, electronic messages, or any other input and data (collectively, “Content”) using our Services to us or other Users. If you do not agree to be bound to or to abide by these Terms of Service and our other Policies, do not browse our Website or use our Services.

BY ACCESSING OUR SERVICES, YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS JUST AS IF YOU HAD SIGNED THESE TERMS.

THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

B. Terms of Service:

1. Service Conditions. You cannot use the Services unless you are at least 18 years of age. By using or accessing the Services, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have the right, authority and capacity to agree to, and abide by these Terms; and (c) you shall not use the Services or any rights granted hereunder for any unlawful purpose or any purpose which violates these Terms.

2. Duration of License to Access Services. These Terms provide you with a personal, revocable, non-exclusive, non-assignable, non-transferable, limited and temporary license to access and use the Services. We shall be entitled to terminate, restrict, or suspend this license granted to you with immediate effect and without notice, including but not limited to by deleting your Profile or

otherwise restricting your ability to access or use the Services, for any reason or no reason, as determined by us.

3. Profiles.

To Use certain aspects of our Services, you must create a Profile. If you choose to create a Profile with us, then you agree to provide true, accurate, current and complete information as prompted by our registration form, and to maintain and promptly update the information you provide to us in order to keep such information true, accurate, current and complete. It is your obligation to maintain and control passwords to your Profile. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR PROFILE, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You agree to immediately notify us of any unauthorized uses of your username and password and/or any other breaches of security. There is no assumption by us of your responsibility to notify your local law enforcement agency of any identity theft. You agree we will not be liable for any loss or damages caused by your failure to comply with your security obligations.

4. Sellers.

(a) Sellers who create a Profile with us may offer the Services they are selling through the Website, Mobile Application, or our Services.

(b) We may monitor or review the Services that Sellers are offering through our Services. We reserve the right to refuse to remove any Posting, Offer for Services or other Content for any reason or no reason, as determined by us in our sole discretion, although we have no obligation to do so. All transactions between Users are between those Users alone, and therefore Sellers agree that each Seller is independently responsible for paying all applicable taxes for the Services that they provide.

(c) Each Seller (i) represents and warrants that all information provided by that User will not intentionally misleading or untruthful; and (ii) agrees that such Seller will not provide Services for activities that are unlawful. Seller acknowledges and agrees that Seller is responsible for any and all Services and Content provided by the Seller. Accordingly, Seller represents and warrants that any Services or Content provided by the Seller is in compliance with all applicable laws, tax requirements, and regulations that may apply to any such transaction, and does not conflict with the rights of third parties. We assume no responsibility for any User's compliance or lack of compliance with any applicable laws, rules or regulations.

(d) All Sellers agree that the Sellers (and not us) are responsible for arranging for the delivery of Services sold to Buyer.

(e) Compliance with Laws. By using the Services, Sellers represent and warrant that they shall: (i) shall comply with all applicable regulations of the applicable jurisdiction in connection with the sale of their Services or Content; (ii) obtain and maintain any and all state, local, and/or other licenses and permits applicable to the selling of Content through our Services; (iii) comply with

all other applicable laws, regulations, ordinances in connection with the sale of their Services or Content through the Website or Mobile Application.

5. Buyers. Users are able to purchase Services or Content from Sellers by using our Services and processing payment through our Services. As noted in Section 6 and Section 7 below, all transactions between Sellers and Buyers are between those Users alone.

6. Transactions.

(a) We provide our Services for a fee. Users agree that the terms and rates of any transaction relating to the paid User Interactions and any compensation paid by a Buyer to a Seller are established by the Sellers and Buyers alone and we are not a party to any transactions between Users.

(b) Sellers agree to pay us a fee determined by us in connection with every paid User Interaction facilitated by the our Services.

(c) You understand and agree that refunds or credits of any fees paid by you to us are determined entirely at our discretion. For any issues, please contact us at: admin@opentheapp.com or at OPEN THE APP LLC, 4 Park Ave Apt 21A New York, NY 10016. All Users agree that all customer service issues, including but not limited to dissatisfaction with transactions, purchased Content, communications, or any other services purchased, and all other matters relating to any transaction between Users are solely between the Sellers and the Buyers involved. We will have no responsibility relating to any such Customer service issues relating to use of the Services.

7. User Interaction.

(a) OUR SERVICES CREATE ONLY A VENUE TO CONNECT USERS. USERS ARE NOT OUR EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. WITH THAT IN MIND, YOU UNDERSTAND AND AGREE THAT WE: (i) do not employ, recommend or endorse any Users and have no control over the acts or omissions of any other User in any way using or having used the Services, on or off our Website or Mobile Application; (ii) are not responsible for any User's compliance or non-compliance with applicable laws in connection with any transaction such User may engage in with another User; (iii) make no representations or warranties about the quality or legality of the services offered by a User or about interactions or dealings with other Users; (iv) are not responsible for the performance or conduct of any User or other third parties in any way using or having used the Services, on or off the Website or Mobile Application; and (v) are under no obligation to become involved in disputes between Users.

(b) We do not screen Users or conduct any kind of identity, criminal records checks, verification of credentials or certifications, and make no claim as to the accuracy or soundness of the content provided by Users. As such, Users should exercise caution and perform their own screening before connecting with a User through the Services, meeting anyone, or traveling to a location in response to communications through our Services or otherwise. We expressly disclaim, and you expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss,

harm and/or damages arising from and/or in any way related to the Services or your interactions or dealings with other Users, including but not limited to any acts and/or omissions of Users in any way using or having used the Services, on or off our Website or Mobile Application. By using the Services, you acknowledge that you are solely responsible for such use and the connections you make and that ALL USE OF OUR SERVICES IS AT YOUR SOLE RISK.

(c) Although we have no obligation to verify any information provided by a User in connection with our Services, we reserve the right to do so at our sole discretion. You hereby authorize us to verify the representations and warranties you make or the other information you provide. You agree to provide us with any and all information and/or verification we may request as we deem appropriate in our sole discretion, or we may terminate your license to use our Services at our discretion.

8. Payment. You agree to pay us any and all then-current fees applicable to your use of the Services, as determined by us. The policies and fees that are disclosed to you when you use a feature of our Services for which we charge a fee are a part of these Terms. In connection with any fees paid by you, you agree: (a) to only provide valid and current payment information; (b) that we may use the tools, software or services of our Payment Processor to process fees and transactions on our behalf; (c) to promptly pay all fees and amounts assessed by us upon demand; and (d) to abide by the terms and policies of our Payment Processor (see Stripe.com for more information). We are not responsible or liable for any activities or conduct of our Payment Processor, and you agree to hold us harmless, indemnify, defend, and expressly release us, from any and all liability relating to the conduct of our Payment Processor. All fees shall be paid in US Dollars.

9. Content.

(a) **By Us.** All Posts and Content on our Services, or obtained from a Linked Site are provided to you 'AS IS', 'AS AVAILABLE' and 'WITH ALL FAULTS'. OPEN THE APP provides our Services for informational purposes only and any statements made by us are opinions only. We expressly disclaim all liability related to the accuracy or reliability of any opinion, advice, or Content on our Services or reliance on any opinion, advice, or Content on our Services. OUR SERVICES ARE NOT TO BE CONSTRUED AS LEGAL, HEALTH, FINANCIAL, EMPLOYMENT, ACCOUNTING, TAX, OR OTHER PROFESSIONAL ADVICE. OUR SERVICES ARE A RESOURCE ONLY. We are not attorneys, paralegals, health professionals, financial advisors, accountants, or tax specialists, or any other sort of licensed professional. As such, we expressly disclaim all liability related to the accuracy or reliability of any opinion, guidance, or Content Transmitted by us or available through our Services or reliance on any of the aforementioned. We will do our best to provide top-quality Services to you. However, the Content published through the Services may also include inaccuracies or typographical errors. We do not warrant or represent that the Content available through our Services is complete or up-to-date.

(b) **Posted by You.**

(i) You agree that you are solely responsible for and retain all rights in the Content that you Post using our Services, and otherwise transmit to us or other Users. You agree that you will not: Post Content that infringes on the intellectual property rights of others; Post any Content which violates any provision of the use restrictions in Section 13; or Post any objectionable Content as determined by us in our sole discretion. **WE ARE NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST USING OUR SERVICES.**

(ii) You agree that any Content provided to us or a User or Posted in connection with the Services by you is provided on a non-proprietary and non-confidential basis. Subject to our compliance with our Privacy Policy, you agree that we shall be free to use or disseminate Content Posted by you on an unrestricted basis for any purpose. If you provide or Post Content to us or another User in connection with the Services, you grant us a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of such Content. You further agree that we have the right to promote any Content through any social media profiles, including but not limited to on facebook.com, instagram.com, or twitter.com (collectively, "Social Media Accounts"), as determined by us in our sole discretion. No Content you submit shall be deemed confidential. **YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY CONTENT YOU SUBMIT TO OUR SERVICES.** Notwithstanding the foregoing, you hereby assign to us all right, title and interest in and to any new feature that you may suggest or submit to us and you acknowledge and agree that we may use such suggestion or submission in any manner, including, without limitation, to develop features for the Services.

(iii) You represent and warrant that you own or otherwise possess all necessary rights with respect to Content Posted by you, and that Content Posted by you does not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third-party, and that Content Posted by you is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, as determined by us.

(iv) You agree that we may but are not obligated to: filter any Content including but not limited to, deleting or replacing expletives or other harmful or offensive language; refuse to display any Content; remove Content from our Services for any reason or no reason, as determined by us; and/or disclose any Content and the circumstances surrounding the use thereof, to any third-party for any reason or no reason, as determined by us. We are not responsible for, and will have no liability for, the removal or non-removal of any Content from our Services.

(v) You agree and understand that you may be held legally responsible for damages suffered by other Users or third parties as the result of your remarks, information, feedback or other Content Posted on our Services that is deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, **OPEN THE APP** is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other Content posted or made available on our Services. Further, you agree to indemnify, hold harmless, and defend us from any

liability and/or damages relating to any Content Posted by you or by a third person using your Profile.

(d) Posted by Users or Others. We do not endorse and are not responsible for (i) the Content provided by other Users, (ii) the accuracy or reliability of any opinion, advice, statement, or Content made through our Services, or (iii) the usability or reliability of any Services provided by Users. There are risks involved with relying on information on our Services, and you expressly assume those risks when using our Services. Under no circumstance will we be liable for any loss or damage caused by your reliance on any Content, Services provided by us or any User, other information, or services obtained through our Services or a Linked Site.

10. Intellectual Property.

(a) Trademarks. OPEN THE APP, OPEN THE APP LLC and OPENTHEAPP.COM and all other graphics, logos, page headers, button icons, scripts, service names and other Content that we use, manage or control are trademarks, registered trademarks or trade dress of ours or our subsidiaries, officers, employees, independent contractors, suppliers, representatives, advertisers, licensors, licensees, successors, assigns, agents, partners, or other affiliate (collectively “Affiliates”) in the United States or other countries or both. No one may use these trademarks or trade dress in connection with any product or service that is not our product or service without our express written permission. All other trademarks that appear on our Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us or any of our Affiliates.

(b) Copyright. Except in the case of Content under license to us, we claim a copyright, and all copyright protection afforded, under international, United States and the State of New York laws to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software (ours or our software suppliers), and all other Content on our Services. The compilation of all Content on our Services is our exclusive property, and it is similarly protected. We also claim a copyright, and all copyright protection afforded, under international, United States and the laws of the State of New York to all material described in the trademarks section above. Your access to all information and Content located on our Services is strictly permitted through the license granted to you under these Terms. Except for the license granted in these Terms, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of ours and other parties. Except as permitted by these Terms, you are prohibited from modifying, copying, distributing, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Services without our prior written permission, or in the case of Content owned by a third-party, without first receiving permission from the owner of that Content. You may not alter or remove any trademark, copyright or other notice from copies of the Content.

(c) Infringement Claims. We respect the intellectual property of others and ask that Users do the same. In connection with the Services, we have adopted and implemented a policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the termination of a User’s ability to use our Services, in appropriate circumstances, if we determine that User is infringing on the intellectual property rights of others. If you believe that a

User is, through the use of the Services, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized material removed [contact us with the following information in the form of a written notification (pursuant to 17 U.S.C. § 512) provided to with your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the Content on the Services that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such Content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the objectionable Content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512, any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. Please transmit the notice to: admin@opentheapp.com or to OPEN THE APP LLC, 4 Park Ave Apt 21A New York, NY 10016.

11. Mobile Devices. If you are accessing the Services via a mobile device or tablet which is owned or controlled by you (a "Device") then, subject to your compliance with these Terms and our Policies, the license granted hereunder allows you to access our Services using your Device. You understand and agree that use of the Services via your Device may result in data or other charges from your mobile communication service Seller and you expressly release, indemnify, hold harmless, and defend us from any and all liability relating to any such charges and/or your Device.

12. Use Restrictions. You may not use or plan, encourage or help others to use our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. In using our Services, you agree at all times that you shall not: (a) infringe on the copyrights or other intellectual property rights of OPEN THE APP, a User, or a third-party (b) copy, distribute, or modify any part of our Services without our prior written authorization; (c) Post inappropriate, inaccurate, false, or misleading Content to our Services; (d) transmit any Content which contains software viruses, or other harmful computer code, files or programs; (e) Post Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; (f) make threats or use profanity; (g) harass, stalk or intimidate other Users; (h) manipulate or exclude identifiers in order to disguise the origin of any Content; (i) disrupt the networks connected to our Services, including but not limited to by: attempting to probe, scan or test the vulnerability of our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, 'flooding', 'mailbombing' or 'crashing.'; (j) circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Services; (k) collect Content, personally identifying information, and/or other information from our Services, or otherwise access our Services, by using any automated means, including but not limited to, 'robots', 'spiders', 'scrapers' and 'offline readers', without our prior written approval which we may withhold in our discretion; (l) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, sell, or distribute the Services; (m) rent or lease any

rights in the Services in any form to any third-party or make the Services available or accessible to third parties; (n) use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including but not limited to by email, SMS, MMS, or any other means; (o) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices displayed on our Services; (p) mislead or attempt to mislead or defraud or attempt to defraud or conceal any information relating to Content or other information that you provide to us; (q) link, deep link, 'frame' or 'mirror' any part of the Services without our prior consent; or (r) use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

13. Termination, Restriction and Suspension.

(a) Termination By You. You may cancel your Profile at any time for any reason or no reason by using your Profile dashboard or notifying us in writing (email to admin@opentheapp.com) is acceptable) or using your Profile dashboard. Upon cancellation of your Profile, access to certain features of the Services may be restricted. Termination of your Profile will be effective within a commercially reasonable time after we receive notification of your desire to cancel and any outstanding fees owned by you are paid to us, as determined by us.

(b) By us. We retain the right to terminate, restrict, or suspend these Terms, your Profile, and/or your license to access or use our Services at any time in our absolute and sole discretion, without prior notice, for any reason or no reason, as determined by us.

(c) After Termination. Upon termination of these Terms, your Profile, and/or your license to access or use our Services for any reason, you agree that we may take any measures we deem necessary to prevent you from accessing our Services, including by blocking your IP address. You agree that after termination of your access to our Services, we are not obliged to retain or provide to you any Content or Personal Data (as defined in our Privacy Policy) which was collected by us, but we may elect to do so in our sole discretion, for a duration determined by us.

14. DISCLAIMERS.

(a) IF YOU CHOOSE TO USE OUR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT OPEN THE APP DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO USERS WHO POST CONTENT, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. OUR SERVICES AND CONTENT ARE PROVIDED 'AS IS', 'AS AVAILABLE' AND 'WITH ALL FAULTS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, OUR SERVICES, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY OR DEATH AS WELL AS DAMAGES TO PERSONAL PROPERTY. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE WEBSITE, AND/OR THE SERVICES OPEN THE APP EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET

ENJOYMENT, QUIET TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. OPEN THE APP MAKES NO WARRANTY THAT THE WEBSITE, SERVICES, AND/OR CONTENT WILL MEET YOUR NEEDS, EXPECTATIONS, BE TO YOUR SATISFACTION, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE, BUG-FREE, OR MALWARE-FREE BASIS. OPEN THE APP MAKES NO WARRANTY REGARDING THE QUALITY OF OUR SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE WEBSITE OR SERVICES.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM OPEN THE APP OR THROUGH THE WEBSITE SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO OTHER USERS AND/OR THIRD PARTIES. YOU UNDERSTAND THAT OPEN THE APP DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE WEBSITE OR SERVICES. OPEN THE APP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE WEBSITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE WEBSITE OR SERVICES.

(c) WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE IDENTITY OF A USER. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE, APPLICATION, OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, USERS AND/OR THIRD PARTIES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE FACILITATED BY THE SERVICES. OPEN THE APP EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD-PARTY.

15. Release and Waiver of Claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, ACTIONS, DEMANDS, SUITS, OR PROCEEDINGS (“CLAIMS”) AGAINST US AND OUR AFFILIATES, INCLUDING ANY AND ALL LIABILITY FOR DAMAGES (ACTUAL AND OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS’ FEES) OF EVERY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO: (A) THE SERVICES OR THESE TERMS, (B) ANY TRANSACTION OR INTERACTION WITH SELLERS OR USERS, (C) YOUR DEVICE (D) ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER’S REPRESENTATIONS OR WARRANTIES, AND/OR (E) ANY INACCURACY, UNTIMELINESS, OR

INCOMPLETENESS OF ANY AND ALL INFORMATION AND/OR CONTENT OBTAINED OR ACCESSED BY OR THROUGH THE SERVICES. FURTHER, IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU UNDERSTAND THAT ANY FACT RELATING TO ANY MATTER COVERED BY THESE TERMS MAY BE FOUND TO BE OTHER THAN NOW BELIEVED TO BE TRUE, AND ACCEPT AND ASSUME THE RISK OF SUCH POSSIBLE DIFFERENCES IN FACT. IN ADDITION, YOU EXPRESSLY WAIVE AND RELINQUISH ANY AND ALL RIGHTS WHICH YOU MAY HAVE HAD UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, TO THE FULLEST EXTENT PERMITTED BY LAW.

16. Assumption of the Risk YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES OR CONDUCTING A TRANSACTION WITH A USER OR SELLER. THEREFORE, YOU, ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY OPEN THE APP AND ITS AFFILIATES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM ANY ASPECT OF OUR SERVICES.

17. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY RELATED TO OR RESULTING FROM ANY INTERACTION OR TRANSACTION WITH A USER OR SELLER, ANY ASPECT OF THE SERVICES, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO (A) THESE TERMS, (B) ANY SELLER OR OTHER USER, AND (B) ANY ASPECT OF OUR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages exceed the lesser of (a) one hundred twenty-five dollars (\$125) or (b) the fees paid by you to us in connection with the Services out of which the Claims arose. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

18. Dispute Resolution.

(a) In the event that any dispute arises with respect to our Services, Terms, or any of our Policies, upon our election in our sole discretion, such dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, in New York County, New York, and at our option, such arbitration shall be before a single neutral arbitrator selected in our sole and absolute discretion. In the event we elect not to require that a dispute arising with respect to our Services, Terms, or any of our Policies be submitted to binding arbitration as described above, any such dispute shall nevertheless be litigated in the State courts located in New York County, New York or in the U.S. District Court for the Southern District of New York, as the case may be. You shall be liable for and shall reimburse us for our expenses and fees, including attorneys' fees, in the event any arbitration or litigation arises out of, under, or relating to these Terms or any of our Policies, or your use of our Services. By using our Services, you irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in the state courts located in New York County, New York or in the U.S. District Court for the Southern District of New York as the case may be, whether either arbitration or litigation arises between us and you. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(b) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE AGREE OTHERWISE, THE DECISION-MAKER MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE DECISION-MAKER MAY AWARD RELIEF ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

(c) You agree that irreparable harm to us would occur in the event that any of the provisions of these Terms, including but not limited to the provisions of Sections 9, 10, and 12 were not performed fully by you or were otherwise breached by you, and that money damages are an inadequate remedy for breach of the Terms because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by us in the event that these Terms are not performed in accordance with its provisions or is otherwise breached. It is accordingly hereby acknowledged that, notwithstanding any provision of this Section 18, we shall be entitled to petition the courts mentioned in Section 18(a) for an injunction or injunctions to restrain, enjoin and prevent a failure to perform these Terms by you, without positing bond or other security, and to enforce specifically such provisions of these Terms.

(d) **Dispute Resolution Severability.** If a court decides that any term or provision relating to our ability to submit any above-mentioned dispute to arbitration or to the above class action waiver according to this Section 18, the parties agree to litigate any such dispute according to Section 18(a) above and to replace any other such terms or provisions of Section 18(a) or Section 18(b) with a term or provision that is valid and enforceable and that comes closest to expressing the

intention of the invalid or unenforceable term or provision, and this Section 18 shall be enforceable as so modified. In any event, the remainder of these Terms will continue to apply.

19. Indemnification. You agree to indemnify, defend, and hold harmless us and our Affiliates from and against any and all Claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of, under, or relating to: your use, misuse, or inability to use our Services; any infringement of a third-party's rights; your Device; a breach of a representation or warranty; Content Posted by you to us or other Users; alterations of, loss of, or unauthorized access to any information sent or received or not sent or received by you or us; any defamatory, offensive, fraudulent, or illegal use of our Services by you; any violation of a law or regulation by you relating to the Services; any accidental or improper disclosure of information; and any violation by you of these Terms or any of our other Policies.

20. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 4 through 10 and 13 through 30 of these Terms, as well as any provision of these Terms which in accordance with its terms is intended to survive the termination of these Terms, your Profile, or your license to use or access the Services shall survive any such termination.

21. Notification. By using the Services, you agree that we may provide you with any notices or other communications about the Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Website. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. We will use best efforts to honor a User's request to opt out of promotional messages, but under no circumstances will we be liability for Posting any Content to Users.

22. Severability; No Waiver. The representations and warranties and/or covenants set forth herein are each to be construed as a separate agreement, independent of any other provisions of these Terms. Further, the invalidity or unenforceability of any provision, word, phrase, clause, sentence, paragraph or section of these Terms shall in no way affect the validity or enforceability of any other provision, word, phrase, clause, sentence, paragraph or section of these Terms, and any such invalid or unenforceable provision that is overbroad shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as narrowed. If one or more of the provisions in these Terms deemed invalid or unenforceable, then the remaining provisions will continue in full force and effect. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

23. Privacy Policy. By using our Services, you agree to the provisions of our Privacy Policy, which is hereby incorporated by reference. You further agree that we may disclose Personal Data (as defined in our Privacy Policy) according to our Privacy Policy, as determined by us. Please see our Privacy Policy at www.opentheapp.com/privacy for more information.

24. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us as determined by us.

25. Our Relationship with You. With respect to you, we are an independent contractor only. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and OPEN THE APP to be treated as employer-employee, partners, joint venturers, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other. Further, BUYERS are not are not employees, independent contractors, partners, joint ventures, or any agent of OPEN THE APP of any sort whatsoever.

26. Third Parties. From time to time, we may engage third parties or Affiliates to assist us in providing certain aspects of the Services, including but not limited to marketing functions. You agree that we may engage such third parties in providing Services to you, as determined by us.

27. Entire Agreement; Modification. These Terms together with our Policies any other document referenced herein constitutes the entire understanding between us and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms and/or our Policies at any time in our sole discretion. We will notify you about changes to these Terms by placing the updated Terms on the Website. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to the Terms.

28. Headings; Interpretation. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms. Further, whenever the context requires, all words, including but not limited to defined capitalized terms, will include the masculine, feminine, and neuter, and each word will include the singular form, plural form, and other conjugations of that word.

29. Governing Law; English Language. You agree that: (a) the Services shall be deemed solely based in New York County, New York (where we have our headquarters), and (b) the Services shall be deemed passive which does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York County, New York. These Terms, our Privacy Policy, and other Policies are governed by the laws of the State of New York and of the United States of America, and without regard to conflicts of law principles. In the event of a conflict between these Terms and a foreign language version of the Terms, the English language version of these Terms shall govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

30. Compliance. You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of the Services. We merely provide a platform to allow Users to interact with other Users and to facilitate transactions related to their communication or interactions between Sellers and Buyers. Those who access or use the Services do so at their own volition and are entirely responsible for compliance with applicable law. Your use of our Services, is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department’s Office of Foreign Assets Control. You shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any User without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

31. Apple-Specific Terms.

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under Buyer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Company in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

32. Feedback. We value your comments and opinions. If you have questions, comments or a complaint about these Terms, you may send a written notice to us at: admin@opentheapp.com or at OPEN THE APP LLC, 4 Park Ave Apt 21A New York, NY 10016.