

## 1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between HipStu, Inc., a Delaware corporation ("HipStu") and you. By clicking on the "I AGREE" button below: (1) you represent and warrant that you are at least eighteen (18) years of age or otherwise recognized as being able to form legally binding contracts under applicable law; (2) you acknowledge that you have read the entire Agreement; (3) you agree to be bound by the terms of this Agreement; and (4) you represent and warrant that you have the authority to bind yourself and/or the entity identified in the application to receive the Services hereunder to the terms of this Agreement. This Agreement sets forth the general terms and conditions of your use of this website (the "Site"), the HipStu services available to you on the Site, (individually and collectively, the "Services") and the third-party products available for purchase or sale through this Site (individually and collectively, the "Products"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing, using this Site and/or the Services, purchasing Products, or offering Products for sale, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and HipStu's privacy policy (the "Privacy Policy") [ADD LINK TO PRIVACY POLICY HERE], which is incorporated herein by reference.

The terms "we", "us" or "our" shall refer to HipStu. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

HipStu may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, HipStu may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your user account ("Account") information current. HipStu assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

## 2. ELIGIBILITY AUTHORITY

This Site, the Services found at this Site, and the Products available for purchase or sale, are available only to Users who can form legally binding contracts under applicable law. By using this Site, the Services found at this Site, or selling or purchasing Products, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Products found at this Site under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, HipStu finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. HipStu shall not be liable for any loss or damage resulting from HipStu's reliance on any instruction, notice, document or communication reasonably believed by HipStu to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, HipStu reserves the right (but undertakes no duty) to require additional authentication from you.

## 3. ACCOUNTS; TRANSFER OF DATA ABROAD

**Accounts.** In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an Account. You represent and warrant to HipStu that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If HipStu has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, HipStu reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, payment information, and shopper PIN, if applicable. For security purposes, HipStu recommends that you change your password and shopper PIN, if applicable, at least once every six (6) months for each Account you have with HipStu. You must notify HipStu immediately of any breach of security or unauthorized use of your Account. HipStu will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, will be liable to HipStu and others for any loss incurred by HipStu and others related to your Account, whether caused by you or by an authorized person.

**Transfer of Data Abroad.** If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

## 4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site, including any content you submit, will comply with this Agreement, all applicable local, state, national and international laws, rules and regulations, and all rules and regulations of any applicable payment methods utilized in relation to this Site, the Services, and the sale or purchase of Products (collectively, "Laws and Regulations").
2. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent and otherwise in compliance with applicable Laws and Regulations.
3. You will not use this Site or the Services found at this Site in a manner (as determined by HipStu in its sole and absolute discretion) that:
  - Is illegal, or promotes or encourages illegal activity;
  - Promotes, encourages or engages in the exploitation of children;
  - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
  - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
  - Infringes on the intellectual property rights of another User or any other person or entity;
  - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
  - Interferes with the operation of this Site or the Services;
  - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
  - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding HipStu or the Services.
4. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by HipStu.
5. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
6. You will not access HipStu Content (as defined below) or User Content through any technology or means other than through this Site itself, or as HipStu may designate in writing.

7. You agree to back-up all of your User Content so that you can access and use it when needed. HipStu does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
8. You will not use this Site or the Services found at this Site, including any of HipStu's related technologies, for any commercial use without HipStu's express prior written consent.
9. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

HipStu reserves the right to modify, change, or discontinue any aspect of this Site, the Services found at this Site, or the Products, including without limitation prices and fees for the same, at any time.

## 5. YOUR USE OF HIPSTU CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of HipStu Content (defined below) and User Content posted to the Site and other HipStu corporate websites (i.e., those sites which HipStu directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

**HipStu Content.** Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("HipStu Content"), are owned by or licensed to HipStu in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws.

HipStu Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of HipStu. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. HipStu reserves all rights not expressly granted in and to the HipStu Content, this Site and the Services found at this Site, and this Agreement do not transfer ownership of any of these rights.

**User Content.** Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to HipStu that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

**Security.** You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any HipStu Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the HipStu Content or the User Content therein.

## 6. HIPSTU'S USE OF USER CONTENT

The provisions in this Section 6 apply specifically to HipStu's use of User Content posted to the Site and other HipStu corporate websites (i.e., those sites which HipStu directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

**Generally.** You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

**With Respect to User Submissions.** You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate HipStu to treat your User Submissions as confidential or secret.
3. HipStu has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. HipStu may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

HipStu shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

**With Respect to User Content (Other Than User Submissions).**

If you post or publish User Content to this Site, you authorize HipStu to use the intellectual property and other proprietary rights in and to such User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. Accordingly, you hereby grant HipStu a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and HipStu's (and HipStu's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that HipStu may retain copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable.

## 7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

HipStu generally does not pre-screen User Content (whether posted to a website hosted by HipStu or posted to this Site). However, HipStu reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. HipStu may remove any item of User Content (whether posted to a website hosted by HipStu or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by HipStu in its sole and absolute discretion), at any time and without prior notice. HipStu may also terminate a User's access to this Site or the Services found at this Site if HipStu has reason to believe the User is a repeat offender. If HipStu terminates your access to this Site or the Services found at this Site, HipStu may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

## 8. NO ENDORSEMENT OF PRODUCTS

HipStu does not represent or endorse, and shall not be responsible for: (a) the reliability or performance of any business or entity offering Products hereunder; (b) the safety, quality, accuracy, reliability, integrity or legality of any Product obtained from a business; (c) the truth or accuracy of the description of any Product of a business, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, offered, purchased or paid through the Services; or (d) your ability to offer, sell, buy or redeem Products using the Services. HipStu hereby disclaims any liability or responsibility for errors or omissions in any Content in the Services. HipStu reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement.

## 9. ADDITIONAL RESERVATION OF RIGHTS; HIPSTU INTELLECTUAL PROPERTY RIGHTS

HipStu expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by HipStu in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by HipStu in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of HipStu, its officers, directors, employees and agents, as well as HipStu's affiliates. HipStu expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

HipStu retains all right, title and interest in and to all intellectual property rights, systems, programs, operating instructions, documentation, technical information, transaction data, specifications and designs associated with, and/or utilized in or by the Services and any changes, improvements or modifications conceived and developed by HipStu or on its behalf to such materials or services and know-how employed by HipStu in the delivery of the Services, including without limitation, all forms of intellectual property rights whether known to HipStu prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Agreement. The obligations imposed by this section will survive termination of this Agreement for all purposes.

## 10. NO SPAM; LIQUIDATED DAMAGES

You agree not to utilize the Services or the Site in connection with spam activities or other unsolicited bulk email. You agree HipStu may immediately terminate any Account which it believes, in its sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay HipStu liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

## 11. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by HipStu. HipStu assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, HipStu does not censor or edit the content of any third-party websites. By using this Site, the Services found at this Site, or the Products, you expressly release HipStu from any and all liability arising from your use of any third-party website. Accordingly, HipStu encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## 12. ELECTRONIC COMMUNICATIONS

HipStu and other users of the Services may communicate with you by means of electronic communications, including by (a) posting a notice or communicating to you through the Services, (b) sending electronic mail to the email address you provided during registration, (c) sending electronic text messages to your cell phone, or (d) posting notices or communications on the Site or other web site. You agree that the following may be communicated to you by means of electronic communications: the Agreement and Privacy Policy (and revisions or amendments), terms, statements, notices or disclosures, and any other matter relating to your use of the Services. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy as applicable. Electronic communications shall be deemed received by you when they are posted or communicated to you through the Services, sent to the email address or phone number you provided at the time of registration or as revised by you thereafter in accordance with this Agreement, or when the electronic communication is posted on the Site or other web site, as applicable. For those communications or records that HipStu is otherwise required under applicable law to provide in a written paper form to you, you agree that such communications or records may be provided by means of electronic communications. HipStu reserves the right to terminate your use of the Services if you decline or withdraw consent to receive electronic communications.

## 13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE, THE SERVICES FOUND AT THIS SITE, AND THE SALE OR PURCHASE OF PRODUCTS SHALL BE AT YOUR OWN RISK AND THAT THIS SITE, THE SERVICES FOUND AT THIS SITE, AND THE PRODUCTS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". HIPSTU, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HIPSTU, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE PRODUCTS FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND HIPSTU ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY HIPSTU, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE, THE SERVICES FOUND AT THIS SITE, OR THE PRODUCTS, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE, THE SERVICES FOUND AT THIS SITE, OR THE PRODUCTS.

## 14. LIMITATION OF LIABILITY

IN NO EVENT SHALL HIPSTU, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) THE PRODUCTS, (V) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (VI) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VII) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VIII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE, THE SERVICES FOUND AT THIS SITE, OR THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT HIPSTU IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL HIPSTU'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## 15. INDEMNITY

You agree to protect, defend, indemnify and hold harmless HipStu and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by HipStu directly or indirectly arising from (i) your use of and access to this Site, the Services found at this Site, or the Products; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## 16. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, you understand and agree that you may not assign or transfer this Agreement or any right or obligation hereunder to a third party without the prior written consent of HipStu.

## 17. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 18. U.S. EXPORT LAWS

This Site, the Services found at this Site, and the Products may be subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## 19. COMPLIANCE WITH LOCAL LAWS

HipStu makes no representation or warranty that the content available on this Site, the Services found at this Site, or the Products are appropriate in every country or jurisdiction, and access to this Site, the Services found at this Site, or the Products from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all Laws and Regulations.

## 20. RESPONSIBILITY FOR TAXES

The reporting and payment of any applicable taxes arising from the use of the Services or the sale or purchase of Products is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services or the sale or purchase of Products, including the reporting and payment of any taxes arising in connection with the Services or the sale or purchase of Products.

## 21. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

This Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of California, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of Orange County, California, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Orange County, California. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

## 22. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## 23. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

HipStu Legal Department