

HopToTerms of Use

**Last Updated: March 27,
2023**

Welcome to the Terms of Use for HopTo. This document outlines the legally binding agreement between you and HopTo, referred to as "HopTo", "us", "our", or "we". By accessing and using the HopTo mobile app (the "App"), any HopTo-operated website or application that links to this Agreement (collectively, the "Service"), and products purchased using the Service, you agree to comply with the conditions outlined in this Agreement. Please read these Terms of Use carefully before accessing the Service or purchasing products.

BY ACCESSING AND USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. DO NOT ACCESS THE SERVICE, PURCHASE PRODUCTS FROM THE SERVICE, OR USE THE SERVICE IN ANY WAY IF YOU DO NOT AGREE TO THIS AGREEMENT.

IMPORTANT NOTICE: YOUR USE OF THE SERVICE IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 11, REQUIRING ALL CLAIMS TO BE RESOLVED VIA BINDING ARBITRATION.

1. About HopTo

HopTo is a technology platform that provides a service to participating retailers ("Retailers") to help them connect with shoppers for immediate product delivery. However, it is important to note that HopTo is not a retailer, and the deliveries are carried out by independent contractors referred to as "Drivers."

Through partnerships with Retailers, HopTo strives to offer a high-quality experience when customers purchase products through the Service. However, it is important to note that HopTo does not manufacture or retail products, and therefore cannot offer any warranties relating to the quality or usefulness of the products (as further addressed in Section 8 of the Terms of Use).

In order to ensure the highest level of service, HopTo enters into agreements with Drivers, which require them to comply with applicable federal, state, and local laws, rules, and regulations. Furthermore, user feedback is taken into account in determining whether to allow a Driver to make future deliveries. However, it is important to note that HopTo cannot guarantee and shall not be responsible for any delivery services provided by Drivers or any errors or misrepresentations made by them.

2. Service Ownership; Your License to Access the Service

A. Ownership. All written content prepared and posted by HopTo, and the Service design, layout, look, appearance, and graphics, as well as the trademarks, service marks, and logos contained on our Service (collectively, “**HopTo Content**”) are owned by or licensed to HopTo and are subject to copyright, trademark, and other intellectual property rights under the United States and foreign laws and international conventions. HopTo reserves all rights not expressly granted in, and to, the Service and the HopTo Content.

B. License. On the condition that you comply with all your obligations under this Agreement, HopTo grants you a limited, revocable, non-exclusive, non-transferable license to access the Service. Any use of the Service in excess of this license is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Service. Except as otherwise provided in this Agreement, no part of the Service and no HopTo Content may be copied, reproduced, uploaded, posted, publicly displayed, transmitted, or distributed in any way to any other computer, server, website, or other medium for publication or distribution or for any commercial use without HopTo’s prior express written consent. Your access to the Service is provided on a temporary basis with no guarantee for future availability. We reserve the right to withdraw or modify any content or products we provide on the Service without notice.

- **Restrictions on Use of Service.** In addition to complying with other terms and conditions applicable to your use of the Service, you agree that when using the Service, you will not: Delete, modify, or attempt to change or alter any of the HopTo Content or notices on the Service;
- Introduce into the Service any virus, rogue program, time bomb, drop dead device, back door, trojan horse, worm or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized access to the Service, or to otherwise harm other users, HopTo Content, or any third parties, or perform any such actions;
- Use the Service to commit fraud or conduct other unlawful activities;
- Access or attempt to access any other person’s account, information, or content without permission;
- Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Service is based;
- Use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Service for any reason;
- Use any HopTo Content made available through the Service in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party;
- Decrypt, transfer, frame, display, or translate (except translations for personal use) any part of the Service;
- Connect to or access any HopTo computer system or network without authorization; or
- Use the information in the Service to create or sell a similar service.

C. Service Availability. There may be times when the Service is unavailable due to technical errors or for

maintenance and support activities. We do not represent, warrant, or guarantee that the Service will always be available or is completely free of human or technological errors. You must provide the equipment and Internet connections necessary to access the Service at your own expense. We do not guarantee that the Service will operate with your computer, mobile device, internet service plans, or mobile provider service plans.

D. Right to Suspend or Terminate Access. HopTo may suspend or terminate, in whole or in part, your access to the Service if you violate this Agreement. If your violation of this Agreement is related to the purchase of a product on the Service, HopTo may also cancel or void any related purchase.

3. User Reviews and Other Submitted Content

The Service includes features that allow you to upload, submit, or send content through the Service (*e.g.*, reviews of Drivers or products) (“**Your Content**”). This Section provides the terms and conditions governing your use of such features.

A. License to Your Content. By submitting Your Content to the Service, you grant HopTo a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, create derivative works of, adapt, display, and perform Your Content in all media now known or hereafter created without attribution. You hereby waive all moral rights to Your Content. You represent and warrant that you have the necessary rights to Your Content, including the right to grant a license to your rights in this Agreement. Please do not submit Your Content to the Service if do not wish to grant us the rights set forth in this Section.

B. Driver Reviews. We use the ratings and reviews about our Drivers to help us evaluate the quality of service provided by Drivers. By submitting a Driver review, you represent and warrant that your review has been written in good faith relating to a purchase you made on the Service. In addition to other available rights and remedies, we may terminate your access to the Service if, in our sole discretion, we discover that you abused the review system.

C. Prohibited Content. You agree that you will not use the Service to send, post, or publish:

- Any content that is obscene, defamatory, threatening, harassing, abusive, slanderous, racially, or ethnically offensive, hateful, or embarrassing to any other person or entity;
- Any review of a Driver, Retailer, or product that does not reflect your lawful, honest, and good faith opinion or discloses any material conflict of interest or relationship that might influence your opinion (*e.g.*, if you are a paid endorser of a product that you review);

- Any content that displays, describes or encourages usage of any product sold on the Service in a manner that could be offensive, inappropriate or harmful to HopTo or any user or consumer or that is contrary to any instructions or warnings relating to the product;
- Any message, data, code, or software that would violate our, or any third party, proprietary, or intellectual property rights, including unauthorized copyright text, images, programs, trade secrets, or other confidential or proprietary information, or use trademarks or service marks in an infringing fashion;
- Any personal information of a third party, or images that include a third party or depict a third party's likeness, without the third party's prior written consent;
- Any advertisements or solicitations of business, chain letters, pyramid schemes, or bulk e-mail lists or upload;
- Any materials that violate, could cause us or a third party to violate, or encourage us or a third party to violate any applicable law, statute, ordinance, or regulation; or
- Any content or communications intended to impersonate someone else.

D. Your Responsibility for Your Content. Your Content is your sole responsibility. Under no circumstances will we be liable in any way for Your Content or for any loss or damage of any kind incurred as a result of the use of any of Your Content. HopTo further reserves the right to monitor, delete or modify any of Your Content that it deems offensive, inappropriate, advertising, illegal, or off-topic, or that otherwise violates this Agreement.

E. Your Suggestions. We welcome your comments regarding the Service, HopTo Content, and our products. In addition to the license you grant to us for Your Content, if you elect to provide or make available suggestions, comments, ideas, improvements, or other information or materials (collectively, "**Suggestions**") to us in connection with or related to the Service (including any related technology), whether you send such Suggestions to us through the Service or through a separate communication channel, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferable license under any and all rights in and to the Suggestions to use, reproduce, distribute, create derivative works of, adapt, display, perform, and otherwise exploit, and to make, have made, sell, offer to sell, and import any products and services incorporating or based on, Suggestions in any manner. Please do not send us such information or materials, if you do not wish to grant us the rights set forth in this Section.

4. Your Privacy; Protection of Your Account Credentials

At HopTo, we take your privacy seriously. We collect and use personal information about you through the Service in accordance with our Privacy Statement. It is important to read and understand the Privacy Statement to know how we use your personal information.

Additionally, you are responsible for safeguarding your account log-in credentials from unauthorized access and use. This means that you should not share your log-in details with anyone else, and you should keep your password secure. If you suspect that someone else has access to your account, you should promptly notify HopTo via email at

Privacy@gethopto.com. We will investigate and take appropriate action to protect your account.

By protecting your account credentials, you help us maintain the integrity of the Service and protect your personal information. We encourage you to be diligent in safeguarding your account and to contact us if you have any concerns.

5. Product Purchases and Deliveries

The following terms apply when you purchase a product on the Service.

- A. Product Descriptions; Pricing; Delivery Fees.** Our Service publishes product descriptions and prices as provided to us by our Retailers. Taxes are additional. All product descriptions, prices and taxes are subject to change or adjustment without notice. All prices and taxes are shown in U.S. dollars unless otherwise provided. We do not warrant the accuracy of the prices or taxes displayed on the Service. All deliveries are subject to a delivery fee, unless otherwise provided. We will display the amount of the delivery fee at the time of purchase.
- B. Availability.** All items are subject to availability, and our Retailers may impose quantity limits on any order, reject all or part of an order, and discontinue products or services without notice, even if you have already placed your order, in their sole discretion. Please note that some items may be backordered or unavailable even if the Service indicates that they are in-stock, and adding an item to your cart does not guarantee the availability of that item. **Payment.** You are responsible for providing accurate and current payment information. We will charge your payment card immediately after you confirm your order.
- C. Use of a Third-Party Payment Processor.** When you purchase products from retailers and pay for delivery through the Service, HopTo uses a third-party payment processor to process your credit card or debit card payments. We do not retain or use your account number for any purpose other than, through our payment processor, facilitating your purchase and collecting delivery fees. We share personal information related to your transaction with our payment processor, including your name, address, payment card account number, CID and expiration date and the amount of your payment(s). By making a payment on the Service, you consent to our transmitting this information to First Data for use in accordance with their privacy policy, which you can view at https://www.firstdata.com/en_us/privacy.html.
- D. Returns.** You may return products purchased through the Service directly to the Retailer. Your return is subject to that Retailer's return policy. If the Retailer accepts the return, we will issue a refund for your purchase of the returned products after we receive confirmation from the Retailer.
- E. Alcoholic Beverages, Tobacco, and Other Age Restricted Products.** We do not allow retailers to sell items on our websites that are restricted by age, including but not limited to alcohol and tobacco products. If you see

any age-restricted products on the Service, please contact us at Ask@gethopto.com.

6. Electronic Communications

If you create an account with the Service and provide a mobile phone number and e-mail address, you agree that HopTo may send you text messages (SMS), including through the use of automated dialer technology, or e-mails as part of the normal business operation of your use of the Service. You may opt out of receiving certain messages from HopTo by following the instructions provided in connection with those messages.

7. Third Party Websites

The Service may include or provide links to other websites that we do not control. These other websites may provide opinions, recommendations, or other information from various individuals, organizations, or companies. We are not responsible for the nature, quality, or accuracy of the content or opinions expressed on such websites and we do not investigate, monitor, or check them for quality, accuracy, or completeness. Inclusion of any linked website on the Service does not imply or express an approval or endorsement of the linked website by us or of any of the content, opinions, treatments, information, products, or services provided on these websites, even if the website belongs to a Retailer or if we receive a referral fee in connection with your use of such third-party websites.

8. Disclaimer of Warranties

A. Service. HOPTO PROVIDES THE SERVICE AND ALL RELATED SERVICES "AS IS," EXCEPT AS WE OTHERWISE EXPRESSLY PROVIDE IN THIS AGREEMENT. WE AND OUR THIRD-PARTY LICENSORS DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF:

(I) YOUR USE OF THE SERVICE OR THE RESULTS OF YOUR USE OF THE SERVICE.

(II) ANY ADVICE OR INFORMATION YOU OBTAIN FROM THE SERVICE, WHETHER PROVIDED BY US OR A THIRD PARTY.

(III) ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICE.

FURTHERMORE, WE CANNOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. THERE IS NO WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

WE AND OUR THIRD-PARTY LICENSORS WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS,

DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION OR CONTENT. ADDITIONALLY, WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING ERRORS, OMISSIONS, DELAYS, OR DEFECTS IN THE SERVICE OR ANY INFORMATION SUPPLIED TO YOU VIA THE SERVICE. WE ALSO CANNOT GUARANTEE THAT FILES AVAILABLE THROUGH THE SERVICE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MAY CONTAIN OR MANIFEST CONTAMINATING OR DESTRUCTIVE CHARACTERISTICS.

THEREFORE, IT IS IMPORTANT TO NOTE THAT THE USE OF THE SERVICE IS AT YOUR OWN RISK. HOPTO AND ITS THIRD-PARTY LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE OR ANY CONTENT AVAILABLE THROUGH THE SERVICE.

B. Products. NO STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS A WARRANTY OR PROMISE BY US AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS.

EXCEPT FOR ANY WARRANTIES PROVIDED TO YOU BY THE MANUFACTURER OR RETAILER (FOR WHICH WE ARE NOT RESPONSIBLE), PRODUCTS LISTED ON THE SERVICE ARE OFFERED AND SOLD "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT ANY PRODUCT, DESCRIPTION, PHOTOGRAPH, PRICING, OR OTHER INFORMATION IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

C. Effect of Certain Laws. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO 90 DAYS FROM THE DATE OF PURCHASE OR ACCESS, AS APPLICABLE.

9. Limitation of Liability

A. Service and Related Conduct. NONE OF HOPTO, ITS SUBSIDIARIES, ITS AFFILIATES, RETAILERS, DRIVERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, LICENSORS, EMPLOYEES, ASSIGNEES, AND SUCCESSORS-IN-INTEREST (COLLECTIVELY, THE

“**HOPTO PARTIES**”) WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, RELATING TO THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY INFORMATION YOU OBTAIN ON IT, OR ANY OTHER INTERACTION WITH THE SERVICE, AND YOU VOLUNTARILY AND UNEQUIVOCALLY WAIVE ANY LIABILITY OF THE HOPTO PARTIES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE WILL BE TO STOP USING THE SERVICE.

- B. Products and Transactions.** THE HOPTO PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, RELATING TO MANUFACTURING, DESIGN, OR MARKETING DEFECTS AND YOU AGREE THAT YOUR SOLE REMEDY (TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW) IS AGAINST THE MANUFACTURER OF THE PRODUCT FOR ANY DAMAGES RESULTING FROM A PRODUCT DEFECT.
- C. HopTo’s Maximum Liability for Any Claim.** IN ANY EVENT, THE MAXIMUM TOTAL LIABILITY OF THE HOPTO PARTIES, FOR ANY CLAIM WHATSOEVER RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR USE OF THE SERVICE OR PURCHASE OF A PRODUCT THROUGH THE SERVICE, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND YOUR SOLE REMEDY, SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE LESSER OF ONE THOUSAND U.S. DOLLARS (\$1000.00 USD) OR THE AMOUNT THAT YOU HAVE PAID FOR PRODUCTS AND DELIVERIES THROUGH THE SERVICE OVER THE PAST 12 MONTHS.

State Law Waiver. In entering into this release you expressly waive any protections (whether statutory or otherwise), including Section 1542 of the California Civil Code if applicable, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

10. Indemnification

To the fullest extent permitted by applicable law, you agree to hold harmless, indemnify, and defend the HopTo Parties from and against any and all claims (including liabilities, damages, losses, costs, expenses, and reasonable attorneys’ fees): (a) alleging injury, damage, or loss resulting from your use of the Service; (b) alleging that Your Content infringes a copyright, patent, or trademark, or misappropriates a trade secret of a third party; (c) relating to any act or omission by you which is a breach of your obligations under this Agreement or applicable law; or (d)

otherwise relating to your use of the Service or products purchased from the Service.

You will have the right to defend and compromise such claim at your expense for the benefit of the HopTo Parties; provided, however, you will not have the right to obligate the HopTo Parties in any respect in connection with any such settlement without the written consent of the indemnified party. Notwithstanding the foregoing, if you fail to assume your obligation to defend or if HopTo elects to defend such claims itself, the HopTo Parties may do so to protect their interests and you will reimburse all costs incurred by the HopTo Parties in connection with such defense.

11. Agreement to Arbitrate

- A. Choice of Law.** The validity, construction, and effect of this Agreement will be governed by the laws of the U.S. State of Illinois, without giving effect to that state's conflict of laws rules.
- B. Arbitration Procedure.** All disputes arising out of, or relating to, this Agreement (including formation, performance, breach, enforceability, and validity of this Agreement), our operation of the Service, or a purchase made through the Service shall be resolved by final and binding arbitration to be held in the English language in Chicago, Illinois or another mutually agreed upon location pursuant to the Consumer Arbitration Rules of the American Arbitration Association. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.
- C. Waiver of Class Actions; Jury Trials.** We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.
- D. Injunctive Relief.** Without prejudice to the agreement to resolve disputes in binding arbitration set forth in the previous paragraph, either party to this Agreement may obtain preliminary injunctive relief in a court of competent jurisdiction, for the purpose of enforcing any of the terms of this Agreement pending a final determination in arbitration or permanent relief for the purpose of enforcing arbitral awards.

12. Digital Millennium Copyright Act Procedure

HopTo investigates notices of copyright infringement and takes appropriate actions under the Digital Millennium Copyright Act (“DMCA”), Title 17, United States Code, Section 512(c). If you are a copyright owner or agent thereof and believe that third-party submitted content or materials, including photographs and digital images (“**Third-Party Submission**”), available through the Service infringes upon your copyrights, you may submit written notification, pursuant to the DMCA to:

Dare Ajala, 1600 Golf Road, Suite 1200, Rolling Meadows, IL. 60008 or email us at Ask@gethopto.com

13. Revisions to this Agreement

We may revise and update this Agreement from time to time, and will post the updated Agreement to the Service. Unless otherwise stated in the amended version of the Agreement, any changes to this Agreement will apply immediately upon posting. We are not obligated to provide you with notice of any changes. Your continued use of the Service will constitute your agreement to any new provisions within the revised Agreement.

14. Additional Terms for the App

- A. **Updates.** HopTo may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that HopTo has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

- B. **Export Regulation.** The App may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the App to, or make the App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the App available outside the U.S.

15. Miscellaneous Terms

- A. **Complete Agreement.** This Agreement represents the complete and final agreement between you and HopTo regarding your use of and access to the Service, and it supersedes any prior or contemporaneous agreements or representations. This Agreement may not be amended except as explicitly set forth herein. It is important to note that this Agreement does not modify, revise, or amend the terms of any other agreements you may have with HopTo.

- B. **Severability.** In the event that any portion of this Agreement is deemed invalid or unenforceable, it shall be modified to achieve the same effect as originally intended. Any invalid or unenforceable portion shall be construed as narrowly as possible to give effect to as much of the Agreement as possible.

- C. **No Waivers.** Our failure to enforce or exercise any provision of this Agreement or related right will not constitute a waiver of that right or provision. This Agreement shall not be modified by any course of performance or course of dealing.

- D. **No Assignments and Transfers.** No rights or obligations under this Agreement may be assigned or transferred by you, either voluntarily or by operation of law, without our express prior written consent and in our sole

discretion.

- E. No Third Party Beneficiaries.** Unless otherwise explicitly stated in Sections 9 and 10, nothing in this Agreement shall confer upon any person or entity, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.
- F. Notices.** You shall provide any notices to us under this Agreement by e-mail or mail using the contact information provided below. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or through posting notices to your account. It is your responsibility to provide HopTo with up-to-date contact information, which you may update through the Service or by sending a message to us via the contact information provided below. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing, and you may print the communications for your records.
- G. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state in which HopTo is headquartered, without regard to its conflict of laws principles. Any action arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in the state in which HopTo is headquartered, and you hereby consent to the personal jurisdiction and venue of such courts.
- H. Force Majeure.** HopTo shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement to the extent that such failure or delay is caused by events beyond its reasonable control, including without limitation acts of God, natural disasters, war or terrorism, power outages, or internet connectivity disruptions.
- I. Survival.** Any provisions of this Agreement that by their nature should survive termination of this Agreement shall survive, including, without limitation, Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and this Section 15.
- J. Construction.** The headings in this Agreement are for convenience only and shall not affect its interpretation. The singular includes the plural, and the plural includes the singular. The use of "or" is not intended to be exclusive, unless the context clearly requires otherwise. The use of any gender includes all genders. The terms "include" and "including" shall be construed as if followed by the words "without limitation."
- K. Electronic Signature.** You acknowledge and agree that, by clicking on the "I Agree" button, you are signing this Agreement electronically, and that such electronic signature has the same legal force and effect as a handwritten signature.

16. Contact Us

If you have any questions or need to contact us for any reason relating to this Agreement, please e-mail Ask@gethopto.com.

You may also send us mail at the following address: 1600 Golf Road, Suite 1200, Rolling Meadows, IL, 6000

