

UJAMA INC.
TERMS OF SERVICE

Last Updated Date: June 7th, 2021

Welcome, and thank you for your interest in Ujama! We appreciate you reviewing and following these guidelines so that we can continue to be your community connector. These terms of service ("Terms") are between you and Ujama Inc. ("Ujama," "we," "our," or "us"), and establish the terms that apply to you when you use the Service (as defined below).

BY USING THE SERVICE OR BY CLICKING "I AGREE" YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS. We are constantly improving the Service, so these Terms may need to change as we do. We can change these Terms at any time, and if we do, we will make reasonable efforts to provide you with prior notice of any material changes. Your continued use of the Service after any change to these Terms means that you accept the new version. You should consult these Terms each time you access the Service to view any changes. These Terms were last modified on the date indicated above.

AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN A DISPUTE. YOU CAN OPT OUT OF THIS AGREEMENT TO ARBITRATE BY CONTACTING support@ujama.co WITHIN 30 DAYS AFTER FIRST ACCEPTING THESE TERMS AND STATING YOUR FIRST AND LAST NAME AND THAT YOU DECLINE THIS AGREEMENT TO ARBITRATE.

Please review our [Privacy Policy](#) (located at <https://ujama.co/privacy.pdf>), which explains how we collect, use, and share information about you when you access or use the Service. By accepting these Terms, you agree to the Privacy Policy.

1. Use of the Service.

A. **Service.** The "Service" includes: (1) Ujama's website (located at <https://www.ujama.co>) (the "Site") and iOS and Android apps (the "Apps") as may be updated, relocated, or otherwise modified from time to time; (2) the platform that enables parents to connect with each other in their community by buying or selling products and services ("Member-Provided Products and Services") through the Site and Apps; and (3) all content on the Site and Apps and all intellectual property rights arising out of or related to the foregoing. Any person who completes Ujama's registration process to access or use the Service is a "Member."

B. **License.** Subject to your compliance with these Terms, Ujama hereby grants you a non-exclusive, revocable, non-transferable license to access the Site and to download a copy of the Apps; in each case, solely for your personal use.

C. **Member-Provided Products and Services.** Each Member providing Member-Provided Products and Services, not Ujama, is responsible for providing such Member-Provided Products and Services. If you provide any services to any other Members through the Service, you agree to honor any commitments you make to the other Members, and you agree to be solely liable for your performance. You will comply with all applicable laws regarding your provision of Member-Provided Products and Services, including any regulations regarding taxes, ride sharing, child privacy, and childcare services. You must be a Member to provide or receive Member-Provided Products and Services.

2. Your Responsibility for Safety.

A. **Relationship to Other Members.** Ujama aims to support parents connecting and helping each other in their communities. You acknowledge that Ujama is only a technology platform and does not itself provide the Member-Provided Products and Services. Ujama is not a party to the relationship between Members and is not responsible for the safety or quality of the Member-Provided Products and Services.

B. **Disclaimer.** UJAMA DOES NOT PERFORM ANY BACKGROUND CHECKS ON MEMBERS, OR SCREEN FOR OR GUARANTEE THE SUITABILITY OR SAFETY OF ANY MEMBER-

PROVIDED PRODUCTS AND SERVICES. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF THE MEMBER-PROVIDED PRODUCTS AND SERVICES MEET YOUR NEEDS AND EXPECTATIONS. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU AND YOUR CHILD OR OTHER FAMILY MEMBERS MAY BE EXPOSED TO MATERIALS OR SITUATIONS THAT ARE UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE.

3. Accounts; Registration; Restrictions.

A. ***Ujama Members.*** To access most features of the Service, you must register for an account. You must complete the registration process by providing us with current, complete, and accurate information, as prompted by the applicable registration form, including contact information and information about your family and your family's activities.

B. ***Account and Users.*** Each Member account will have a primary account holder, who will have control over the account and be responsible for billing and other matters (the “**Primary User**”). The Primary User may associate other users as secondary users (“**Secondary Users**”). Primary and Secondary Users may use the Service and provide or receive Member-Provided Products and Services. These Terms apply to both Primary and Secondary Users, and both Primary and Secondary Users are considered “Members” under these Terms.

C. ***Accuracy of Information.*** You acknowledge that if you provide any information to us that is not current, complete, or accurate, Ujama may terminate these Terms and your continued access and use of the Service. You agree to update your information if it is no longer current, complete, and accurate.

D. ***Eligibility.*** You represent and warrant that: (1) you are at least 18 years of age; (2) you have not been previously suspended or removed from the Service; (3) you are not a registered sex offender and have never been convicted of any sexual assault or sexual misconduct charge; and (4) your registration and your use of the Service is in compliance with all applicable laws. Ujama provides the Service from the United States, and the Service is designed for Members who are residents of the United States. If you are using the Service from outside the United States, the Service may not be appropriate or permitted under applicable law. It is your responsibility to use the Service in accordance with all applicable law in any jurisdiction that applies to you.

E. ***Credentials.*** As part of the registration process, you might be asked to select a username, password, or other login credentials. You are responsible for maintaining the security and confidentiality of your login credentials. You agree to notify Ujama immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at support@ujama.co. You are responsible for all use of the Service occurring under your account and all content posted with your account on the Service. You may not share your login credentials with any third party. Ujama will not be liable for any loss that you incur as a result of someone else using your login credentials or account.

F. ***Your Responsibilities.*** Ujama is designed to help communities connect, collaborate, and conduct commerce. This is only possible if all Members use the Service responsibly. Accordingly, you may use the Service solely for lawful purposes, and you may not (and you may not allow or assist any third party to):

(1) use, copy, modify, create derivative works, install, transfer, or distribute the Service, except as specifically described in these Terms and any usage limitations communicated to you;

(2) rent, lease, or otherwise permit third parties (other than Secondary Users) to use the Service, or reformat, mirror, or frame any portion of the Service;

(3) circumvent or disable any security features of the Service, or probe, scan, or test the vulnerability of the System;

(4) gain unauthorized access to the Service, to other Members’ accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;

(5) use the Service to distribute any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Service;

(6) use any robot, spider, site search/retrieval application, or other manual or

automatic device or process to retrieve, index, "data mine," or reproduce or circumvent the navigational structure or presentation of the Service or its contents;

(7) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Service (except to the extent this restriction is prohibited by applicable law);

(8) engage in any behavior that is violent, reckless, dangerous, offensive, harassing, unlawful, defamatory, abusive, threatening, hateful, harmful, or otherwise objectionable. If you are providing Member-Provided Transportation, this includes texting while driving, driving while intoxicated, disobeying traffic laws, and excessive speeding;

(9) restrict, discourage, or inhibit any other Member from using the Service;

(10) disclose personal information about a third party or another Member on the Service or obtained from the Service without the consent of such third party or Member, or harvest or collect information about other Ujama Members without their consent;

(11) violate any applicable international, federal, state, or local laws or regulations;

(12) use the Service in violation of Ujama's or any third party's intellectual property or other rights;

(13) express or imply that any statements you make are endorsed by Ujama, without our prior written consent in each instance; or

(14) use or access the Service to build a competing service.

We may take any legal action and implement any technical remedies to prevent the violation of these restrictions and to enforce these Terms.

4. Pricing; Upendo Points.

A. **Upendo System.** Membership to Ujama is free. Members set their own schedules and prices for the Member-Provided Products and Services. Ujama offers an in-app credit system allowing you to purchase and exchange credits ("Upendo Points") from other Members for Member-Provided Products and Services. The purpose of the Upendo Point system is to ensure a balanced give-and-take among Members within your community.

(1) *Registration and Earning Upendo Points.* After you have completed your account registration, Ujama will credit your account with Upendo Points. You may also receive Upendo Points from Ujama in other ways, such as by referring friends and neighbors to the Service. You may receive Upendo Points from Ujama or other Members in connection with your use of the Service as a provider of Member-Provided Products and Services. As a provider of Member-Provided Products and Services, you hereby appoint Ujama as your limited payment collection agent solely for the purpose of accepting Upendo Points from other Members on your behalf and transmitting them to you. In accepting appointment as the limited collection agent, Ujama assumes no liability for any acts or omissions of any Member. You agree that each payment of Upendo Points made by a Member through the Service is considered the same as a payment made directly to the other Member in exchange for the agreed-upon Member-Provided Products and Services.

(2) *Using Upendo Points.* If you use Member-Provided Products and Services, you may be deducted Upendo Points, which will be transferred to the Member providing the Member-Provided Products and Services.

(3) *Purchasing Additional Upendo Points.* Ujama will credit your account with Upendo Points upon your initial registration with the Service. You may also purchase additional Upendo Points from Ujama through the Service. Before you purchase any Upendo Points, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. Ujama may change the price for Upendo Points at any time.

(4) *Redemption of Upendo Points.* When you have accumulated enough Upendo Points in your account, you may redeem them for rewards. If interested in redeeming your Upendo Points

for rewards, please access Upendo Points inside the mobile application.

B. **Payment Processing.** Payment processing services for purchasing Upendo Points may be provided by our third-party payment processors, which may include Stripe Inc. (“**Stripe**”). Stripe uses your credit card to make payments for Upendo Points. The processing of credit card charges or credits, as applicable, relating to your use of the Service will be subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “**Stripe Services Agreement**”). You hereby agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time as set forth therein. As a condition of Ujama enabling payment processing services through Stripe, you agree to provide Ujama with current, accurate, and complete information about you and your payment methods (billing address, credit card number, expiration date, etc.) and you authorize Ujama to share it and transaction information related to your use of the payment processing services provided by Ujama.

5. Member-Provided Transportation.

A. **Generally.** The Member-Provided Products and Services may include the ability for Members to organize ride-shares with other Members and their family members (“**Member-Provided Transportation**”).

B. **Drivers.** If you provide Member-Provided Transportation to another Member as a driver (a “**Driver**”), you represent and warrant that: (1) you have a valid driver’s license in the state in which you will be providing Member-Provided Transportation (“**Territory**”) with the appropriate level of certification to operate your Vehicle; (2) you have a mobile phone capable of downloading and using the Apps; (3) your driver record has no major violations (including reckless driving, hit and run, etc.) in the prior three years, and no conviction for driving under the influence in the prior seven years; and (4) you will comply with all applicable laws in your provision of the Member-Provided Transportation, including holding all governmental authorizations necessary to provide Member-Provided Transportation and complying with all applicable traffic laws.

C. **Riders.** If you receive Member-Provided Transportation from another Member as a rider (a “**Rider**”), you represent and warrant that: (1) you are the legal guardian of every child for whom you arrange Member-Provided Transportation; or (2) if you are not the legal guardian, the legal guardian has granted you express written permission for every child for whom you arrange Member-Provided Transportation.

D. **Vehicle.** If you are a Driver, you agree that any vehicle that you use in the provision of Member-Provided Transportation (your “**Vehicle**”) will at all times be: (1) properly registered and licensed to operate in the Territory; (2) owned or leased by you, or otherwise in your lawful possession; (3) suitable for performing the Member-Provided Transportation; (4) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind and any additional standards or requirements in the Territory; and (5) in clean and sanitary condition.

E. **Insurance.** If you are a Driver, you agree to maintain automobile liability insurance on all Vehicles while providing Member-Provided Transportation that insures for losses related to bodily injury to third parties and property damage, at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Member-Provided Transportation. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Ujama’s, to resolve them with your insurer. Ujama may, in its sole discretion, maintain insurance related to your provision of Member-Provided Transportation. Ujama and its affiliates are not required to provide you with any insurance coverage for any loss to you or your Vehicle, or damage or harm caused by you. You will promptly notify Ujama of any accidents that occur while providing Member-Provided Transportation, and you will cooperate and provide to Ujama all related information.

F. **Fares.** Drivers may charge Riders Upendo Points for completed Member-Provided Transportation (the “**Fare**”). The Fare may be calculated based on a base fare amount plus distance (as determined by Ujama using location-based services enabled through your mobile device or by other means)

and/or time-based amounts. The Fare may also take into account other factors, such as tolls. The Fare is the only reward that you will receive in connection with Member-Provided Transportation, and the Fare does not include any gratuity. Upon completion of Member-Provided Transportation, Ujama will transfer Upendo Points to the Driver's account on behalf of the Rider(s). Riders may elect to cancel Member-Provided Transportation requests that Drivers have accepted at any time prior to the Driver's arrival. If a Rider cancels an accepted Member-Provided Transportation request, Ujama may charge the Rider Upendo Points as a cancellation fee on the Driver's behalf. If charged, Ujama will remit the cancellation fee to the Driver for the cancelled Member-Provided Transportation.

6. Content Submitted to the Service.

A. **Member Content.** Certain features of the Service may permit Members to upload content to the Service, including messages, product descriptions, schedules, reviews, ratings, images, video, data, text, and other types of works ("Member Content") and to publish Member Content on the Service. You own any Member Content you provide. Except as expressly described in these Terms, no ownership rights in the Member Content are transferred to Ujama by these Terms.

B. **License to Ujama.** By sending us Member Content or by posting or publishing it to the Service, you grant Ujama and its designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publish, publicly display, and use such Member Content in any media now known or hereafter developed, to provide the Service to you and other Members and to enhance and develop the Service, including by marketing and advertising the Service, without compensation to you.

C. **Responsibility for Member Content.** You are solely responsible for your Member Content and the consequences of posting it on the Service. If you write a recommendation or other comment about a transaction with another Member or a neighbor or their business, you agree to be truthful, fair, and neighborly in your comments. None of the Member Content will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any Member Content. Ujama may (but is not obligated to) remove or alter any Member Content at any time for any reason. We neither endorse nor are responsible for any Member Content. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. The opinions expressed on the Service by Members reflect solely the opinions of the Members and do not reflect the opinions of Ujama. If you believe Member Content violates these Terms or any policies we provide, please contact Ujama immediately at support@ujama.co so that we can consider its editing or removal. You understand that when using the Service you will be exposed to Member Content from a variety of sources and acknowledge that Member Content may be inaccurate, offensive, indecent, or objectionable. You hereby waive any legal or equitable right or remedy you may have against Ujama with respect to Member Content.

D. **Messages.** The Service may allow Ujama Members to exchange messages ("Messages") with each other. Sending Messages is a privilege, not a right, and Ujama may terminate such privileges of any Member at any time and for any reason. If a Member sends you an objectionable Message, please contact Ujama immediately at support@ujama.co. You are solely responsible for the content of any Message you send. You agree that Ujama may monitor Messages for compliance with these Terms, and Messages should not be considered confidential or proprietary.

7. **Optional Third-Party Services.** Ujama and third parties may make available integrations between the Service and third-party products or services, including plugins and related services like Twitter or Facebook ("Third-Party Services") that you may elect to use. Any use by you of such Third-Party Services is solely between you and the applicable Third-Party Service provider. Because the Third-Party Services rely on the Third-Party Service provider's continued operation, Ujama does not warrant or provide support for Third-Party Services. Ujama is not responsible for any violations of applicable law by Third-Party Service providers, or for any liability arising from your use of Third-Party Services. Ujama does not guarantee the continued availability of any Third-Party Services (or any integration with Third-Party Services or related Service features), and if such Third-Party Services or related features are discontinued, you will not be entitled to any refund, credit, or other compensation.

8. Ownership.

A. **Ujama IP.** The Service, including any content, modifications, and updates, and all intellectual property rights therein (collectively, “**Ujama IP**”), is owned by Ujama and its licensors. No ownership rights in the Ujama IP are transferred to you by these Terms. You do not have any rights in or to the Ujama IP except for the limited express rights granted in these Terms.

B. **Trademarks.** You acknowledge that Ujama has acquired, and is the owner of, common law or registered trademark rights in the name and word mark "Ujama" and in the other marks and design marks displayed on the Service. You acknowledge that these names and marks are famous and internationally known. You will not challenge the validity of, or Ujama's ownership of, the foregoing names or marks, and you waive any rights you may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by you will inure exclusively to Ujama's benefit.

C. **Feedback.** If you give Ujama feedback, comments, or suggestions concerning the Service (collectively, “**Feedback**”), you hereby assign to Ujama all right, title, and interest in and to the Feedback, and Ujama is free to use the Feedback without payment, attribution, or restriction.

9. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Ujama infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

A. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Service are covered by a single notification, a representative list of such works);

C. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Ujama to locate the material on the Service;

D. the name, address, telephone number, and email address (if available) of the complaining party;

E. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

F. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Ujama a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.copyright.gov for details. Notices and counter-notices with respect to the Service should be sent to support@ujama.co. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be penalties for false claims under the DMCA.

10. **Confidentiality.** In the course of providing the Service, Ujama may disclose or make available to you information about its business. You acknowledge that all knowledge, information, and data provided by Ujama to you with respect to the business, operations, and marketing of Ujama's products and services that is not generally known or publicly available, whether or not designated as “confidential,” is Ujama's confidential information and you will not use or disclose such confidential information to any third party without Ujama's prior written consent.

11. **Usage Data.** Ujama may collect and analyze data relating to your use of the Service that is aggregated in such a way that it is not associated with you (“**Usage Data**”) and other information relating to the provision, use, and performance of various aspects of the Service and related systems and

technologies (including information provided by third-party analytical tools). Ujama may analyze, process, collect, and use Usage Data for any purpose, including for improving the Service and developing new products, services, features, and functionality.

12. Consent to Electronic Communications.

A. **Administrative Communications.** By using the Service, you agree that we may communicate with you electronically regarding registration, security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you, if we have your email address. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at support@ujama.co.

B. **Consent.** You consent to receiving our email newsletter and other marketing-related emails from us. If you wish to remove yourself from our email list for such marketing-related emails, please use the unsubscribe link in any email received from us.

C. **SMS Messaging.** By creating an account, you agree that Ujama and other Members may send you transactional and promotional text (SMS) messages in connection with your use of the Service. You may opt out of receiving text (SMS) messages through the Service at any time by responding "STOP" or emailing support@ujama.co. Opting out of receiving text (SMS) messages may impact and limit your use of the Service. Please be aware that your cellular carrier may charge fees in connection with your use of the Service. You are responsible for any mobile charges that you may incur in connection with using the Service, including data charges. If you are not sure what those charges may be, you should ask your carrier before using the Service. Ujama is not responsible or liable for any fees, costs, or overage charges associated with any data charges or data plan.

13. Term and Termination.

A. **Term.** The term of these Terms will commence on the date on which you first access or use the Service and will continue as long as you continue until terminated.

B. **Termination.** If you breach (or if Ujama suspects you have breached) these Terms, Ujama may, in its sole discretion, terminate these Terms and your Member account and/or limit, suspend, or terminate your access to the Apps or Service, with or without notice. You may terminate these Terms by contacting us at support@ujama.co.

C. **Effect of Termination.** Upon termination of these Terms, you remain obligated to pay any outstanding fees relating to your use of the Service that were incurred prior to termination. The following Sections of these Terms will survive termination of these Terms: 1.A, 1.C, 2–3, 6–11, 13.C, and 14–24. Either party's termination of these Terms is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of liability for breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating these Terms.

D. **Deactivation.** Ujama may, without notice to you: (1) restrict, deactivate, or terminate your access to the Service (or any portion); or (2) terminate or modify the Service (or any portion). Ujama will not be liable to you or any third party for any termination or modification to the Service regardless of the reason for such termination or modification. If you are dissatisfied with any termination or modification of the Service, your only remedy is to stop using the Service.

14. Representations and Warranties; Disclaimer.

A. **Member Content.** You represent and warrant that: (1) you are the creator and owner of any Member Content you provide or otherwise have sufficient rights and authority to grant the rights granted to Ujama in these Terms; (2) Ujama's use of your Member Content in accordance with these Terms will not infringe, violate, or misappropriate any third-party right, including any intellectual property right, proprietary right, or privacy right; (3) your Member Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your Member Content does not contain any confidential information of any third party.

B. **DISCLAIMER.** UJAMA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH

RESPECT TO THE SERVICE, THIRD-PARTY SERVICES, MEMBER-PROVIDED PRODUCTS AND SERVICES, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UJAMA DOES NOT WARRANT THAT THE SERVICE, THIRD-PARTY SERVICES, OR MEMBER-PROVIDED PRODUCTS AND SERVICES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICE, THIRD-PARTY SERVICES, OR MEMBER-PROVIDED PRODUCTS AND SERVICES WILL BE UNINTERRUPTED. YOU ASSUME ALL RISK, ON BEHALF OF YOURSELF AND YOUR CHILDREN AND OTHER FAMILY MEMBERS (IF APPLICABLE), FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER MEMBER, AND YOUR PROVISION OR RECEIPT OF ANY MEMBER-PROVIDED PRODUCTS AND SERVICES OR MEMBER CONTENT. Some jurisdictions may limit or prohibit warranty disclaimers, and this Section 14.B will apply solely to the extent permitted under applicable law.

15. **Indemnification.**

A. **Defense.** At Ujama's option and request, you will defend Ujama, its affiliates, and their respective directors, officers, employees, agents, and contractors (the "**Ujama Parties**") from any actual or threatened third-party claim, proceeding, or suit arising out of or based on: (1) your breach of any representation, warranty, or covenant in these Terms; (2) your provision of any Member-Provided Products and Services, including any bodily injury, death, emotional distress, or other damages or harm resulting from such provision; (3) your violation of applicable law or any third-party intellectual property, proprietary, or privacy right; (4) any dispute between you and any other Member or any third party; or (5) your use of the Service in a manner not authorized under these Terms (each, a "**Claim**"). If Ujama requests you to defend an Ujama Party from any Claim, Ujama will: (a) give you prompt written notice of the Claim; (b) grant you full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as you may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, you may not enter into any settlement that involves an admission of guilt or liability of an Ujama Party without Ujama's prior written consent. Ujama may participate in the defense of a Claim at its own expense and with counsel of its own choosing.

B. **Indemnification.** You will indemnify the Ujama Parties from and pay: (1) all damages, costs, and attorneys' fees finally awarded against an Ujama Party in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by an Ujama Party in connection with the defense of a Claim; and (3) all amounts that you agree to pay to any third party to settle any Claim.

16. **Limitation of Liability.**

A. **EXCLUSION OF DAMAGES.** NEITHER UJAMA NOR ANY UJAMA PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF UJAMA IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UJAMA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF YOUR RECEIPT OR PROVISION OF MEMBER-PROVIDED PRODUCTS AND SERVICES OR ANY THIRD-PARTY SERVICES.

B. **DAMAGES CAP.** UJAMA'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT OF FEES PAID BY YOU TO UJAMA DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) \$100.

C. **BASIS OF THE BARGAIN.** EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS

TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. **Disputes Between You and Other Members.** As Ujama does not provide the Member-Provided Products and Services, if you or your family members have a dispute with another Member (or their family members), you agree to address such dispute directly with such Member. Ujama will not mediate or otherwise participate in any disputes between Members.

18. **Arbitration.**

A. **Generally.** In the interest of resolving disputes between you and Ujama in the most expedient and cost-effective manner, you and Ujama agree that any dispute arising out of or related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the expiration or termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND UJAMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THIS SECTION 18 WILL APPLY TO YOU AND UJAMA UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO SECTION 18.I (OPT OUT).

Whether to agree to arbitration is an important decision. It is your decision to make, and you should not rely solely on the information provided in these Terms, as they are not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision.

B. **Exceptions.** Despite the provisions of Section 18.A (Generally), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (1) bring an individual action in small claims court; (2) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (3) seek injunctive relief in a court of law; or (4) file suit in a court of law to address an intellectual property infringement claim.

C. **Arbitrator.** Any arbitration between you and Ujama will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Ujama. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

D. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party within the applicable statute of limitations period ("**Notice**"). Ujama's email address for Notice is support@ujama.co. The Notice must: (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought; and (3) if you are sending the Notice to Ujama, include your name and address ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 45 days after the Notice is received, you or Ujama may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Ujama must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Ujama will pay you the highest of the following: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by Ujama in settlement of the dispute prior to the arbitrator's award; or (c) \$1,000.

E. **Fees; Location.** If you commence arbitration in accordance with these Terms, Ujama will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth

below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance-based telephone hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Ujama for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

F. **No Class Actions.** YOU AND UJAMA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ., WHICH ARE NOT COVERED BY THIS SECTION 18 (ARBITRATION)). Unless both you and Ujama agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

G. **Modifications to this Arbitration Provision.** If Ujama makes any future change to this arbitration provision, other than a change to Ujama's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Ujama's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Ujama. If you do not send such written notice, your continued use of the Service following any such change means that you have consented to such change.

H. **Enforceability.** If Section 18.F (No Class Actions) is found to be unenforceable or if the entirety of this Section 18 (Arbitration) is found to be unenforceable, then the entirety of this Section 18 will be null and void and the exclusive jurisdiction and venue described in Section 22.B (Governing Law) will govern any action arising out of or related to these Terms or your use of the Service.

I. **Opt Out.** Arbitration is not a mandatory condition of these Terms. If you do not want to be subject to this Section 18 (Arbitration), you may opt out by notifying Ujama in writing of your decision by sending, within 30 days after the effective date of these Terms, an email to support@ujama.co, stating clearly your full name, address, and intent to opt out of this Section 18. Should you choose not to opt out within the 30-day period, you and Ujama will be bound by the terms of this Section 18. You have the right to consult with counsel of your choice concerning regarding your right to opt out of this Section 18, and you understand that you will not be subject to retaliation if you exercise your right to opt out.

19. **Cooperation with Authorities.** Ujama may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Ujama may disclose any information as Ujama deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Ujama's sole discretion.

20. **Protected Activity Not Prohibited.** Nothing in these Terms limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in, any investigation or proceeding that may be conducted by any federal, state, or local government agency or commission ("Protected Activity"). In connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, Ujama. In making any such disclosures or communications, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Ujama confidential information to any parties other than the applicable government agencies.

21. **Compliance with Applicable Law.** Each party will comply with all applicable international, federal,

state, provincial, and local laws, regulations, binding regulatory guidance, directives, and governmental requirements in connection with exercising its rights or performing its obligations under these Terms.

22. **Miscellaneous.**

A. **Subcontractors.** Ujama may use subcontractors or other third parties to perform its obligations under these Terms, but Ujama will remain responsible for all such obligations.

B. **Governing Law.** These Terms are governed by California law without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Subject to Section 18 (Arbitration), all claims arising under these Terms will be litigated exclusively in the federal or state courts of Santa Clara County, California. The parties submit to the jurisdiction of those courts. In any proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

C. **Injunctive Relief.** If you breach Sections 3 (Accounts; Registration; Restrictions), 8 (Ownership), or 10 (Confidentiality), Ujama may suffer irreparable harm, and monetary damages may be inadequate to compensate Ujama. Accordingly, Ujama may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.

D. **Further Assurances.** You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.

E. **Assignment.** You may not assign these Terms or delegate your performance without Ujama's prior written consent, and any attempt to do so is void. Ujama may assign or transfer these Terms without your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.

F. **Severability.** If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.

G. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

H. **Entire Agreement.** These Terms constitute the entire agreement and supersede any other agreement of the parties relating to their subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement these Terms.

I. **Nature of Rights.** The licenses granted under these Terms are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "Code"). Each party as licensee will have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.

J. **Relationship.** Neither Ujama's provision of the Apps to you, nor your access to and use of the Service, creates any direct business relationship between you and Ujama. You acknowledge and agree that these Terms are not an employment agreement, nor does it create an employment or contractor relationship, between you and Ujama; and no joint venture, partnership, or agency relationship exists between you and Ujama. As a Member, YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF UJAMA. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF UJAMA, INCLUDING BY INAPPROPRIATELY USING ANY UJAMA IP. You acknowledge and agree that Ujama does not directly receive revenue in connection with any Member-Provided Products and Services. Ujama does not provide Members with any direct financial compensation for the provision of Member-Provided Products and Services, and Ujama will not owe you any financial compensation in connection with your use of the Service or provision of Member-Provided Products and Services. You will not be entitled to any benefits paid or made available by Ujama to its employees. You have no authority to bind Ujama and you undertake not to hold yourself out as an employee, agent, or authorized representative of Ujama. The parties are independent contractors of each other. Each party is responsible for instructing and managing its employees and personnel.

K. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of these Terms, except as described in Section 24 (Notice Regarding Apple).

L. **Notices.** All notices under these Terms must be in writing, and will be considered given: (1) upon delivery, if delivered personally or by internationally recognized courier service; (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested); or (3) upon acknowledgement of receipt, if delivered by email. Either party may update its notice address by notice to the other party in accordance with this Section 22.L. All notices to Ujama will be sent to:

Ujama, Inc.
19925 Stevens Creek Blvd, Suite 100
Cupertino, CA 95014
Email: support@ujama.co
Attn: Legal

M. **Force Majeure.** Ujama will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond Ujama's reasonable control (a "**Force Majeure Event**"), so long as Ujama uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes Ujama to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.

N. **Interpretation.** If Ujama provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in these Terms is for convenience only, and does not define or explain any provision. Any use of the term "including" or variations thereof should be construed as if followed by the phrase "without limitation."

23. **NOTICE FOR CALIFORNIA USERS.** Under California Civil Code Section 1789.3, Members located in California are entitled to the following notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

24. **Notice Regarding Apple.** This Section 24 only applies to the extent you are using the Apps on an iOS device. You acknowledge that these Terms are between you and Ujama only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (A) product liability claims; (B) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

25. **Contact Us.** If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at support@ujama.co.