

PassingPlan, Inc. Terms and Conditions for Third-Party Sellers

Last Updated: 17 February 2020

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and PassingPlan, Inc. (“**PassingPlan**,” “**we**,” “**us**” or “**our**”), concerning your access to and use of the PassingPlan website, including the PassingPlan mobile application (the “**Application**”), mobile website and other online services (collectively, the “**Site**”). The Site is an online marketplace that facilitates the process of selling goods or services related to estate planning, end-of-life decisions, funeral planning and estate resolution (collectively, “**Marketplace Offerings**”). By connecting you through our Site with those seeking goods and services that facilitate the end-of-life process, we hope to increase the visibility of your Marketplace Offerings and simplify scheduling and payment transactions; we hope to reduce the stress for marketplace purchasers surrounding the difficult processes of estate planning, end-of-life decisions, funeral planning and estate resolution.

BY CLICKING ON THE “ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE SITE OR DOWNLOADING OUR APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE SITE AND/OR THE MARKETPLACE OFFERINGS AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. If we make any material changes, and you have registered with us to create an account, we will also send you an e-mail with notice of such changes. Otherwise, we will alert you about any changes by updating the “Last Updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site, or to either sell or use the Marketplace Offerings.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and Application are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS-IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or the Marketplace Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Subject to these Terms of Use, you are granted a limited license to access and use the Site and Application and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

MARKETPLACE

We are a marketplace and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site or the Marketplace Offerings displayed or offered through the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any Marketplace Offerings and the Site is provided for informational and advertising purposes only.

USER REGISTRATION

You are required to register with the Site in order to provide Marketplace Offerings on the Site. You agree to keep your personal and business information up to date. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

MARKETPLACE OFFERINGS

While PassingPlan may provide pricing and guidance in our Site, such information is solely informational. We do not take part in the interaction between users. We do not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any ratings provided by users, goods or services sold by third parties as Marketplace Offerings, or of the integrity, responsibility, or any actions of any users or third-party sellers of Marketplace Offerings. We make no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions.

YOUR TRANSACTIONS WITH PURCHASERS OF MARKETPLACE OFFERINGS ARE SUBJECT TO YOUR TERMS AND CONDITIONS ESTABLISHED FOR YOUR BUSINESS OR YOUR AGREEMENTS WITH THOSE PURCHASERS, AND YOU SHOULD PROVIDE SUCH TERMS INDEPENDENTLY. When interacting with other users or purchasers, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know.

We reserve the right to limit the quantities of the Marketplace Offerings offered or available on the Site. All descriptions or pricing of the Marketplace Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Marketplace Offerings at any time for any reason. We do not warrant that the quality of any of the Marketplace Offerings purchased by you will meet your expectations or that any errors in the Site will be corrected.

PURCHASES AND PAYMENTS

We accept the following forms of payment from our subscription based third-party sellers and may process such payments through a third-party payment processor:

- Visa
- MasterCard
- PayPal
- ACH deposit

When you make a purchase through our Site, you authorize us or our third-party payment processor to charge your payment method for any such purchases. Such third-party payment processors are subject to different terms and conditions and privacy practices and you should review them independently. PassingPlan is not responsible or liable for the availability or accuracy of such third-party payment processors, or the content, products, or services available from such third-party payment processors. You agree to provide current, complete, and accurate purchase and account information for all purchases of the Marketplace Offerings made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

THIRD-PARTY CHANNEL PAYMENTS

All payments for services purchased from third-party sellers of Marketplace Offerings shall be channeled through us and passed on to the respective third-party sellers. Please note that PassingPlan charges a Transaction Fee for every financial transaction made through our Site. The Transaction Fee covers all bank charges including credit card charges, bank ACH charges and other third-party payment processors.

PassingPlan channels payments from users purchasing Marketplace Offerings on the Site to its third-party sellers using the following forms of payment and may process such payments through a third-party payment processor:

- PayPal
- ACH deposit

PassingPlan has two categories of third-party sellers: Subscription sellers and Revenue Share sellers. For Subscription third-party sellers, PassingPlan charges a minimal Transaction Fee to cover all banking charges; for Revenue Share third-party sellers, PassingPlan's Transaction Fee includes all banking charges as well as the revenue share percentage paid to PassingPlan. PassingPlan pays all third-party sellers the Marketplace Offerings Price Minus PassingPlan's Transaction Fee, referred to as the "Net Payment".

To ensure our third-party sellers can fill empty time slots, PassingPlan ensures reservation of the time slot by providing third-party sellers a Scheduling Deposit as detailed in the section Third-Party Channel Payments.

PassingPlan channels payment of the Marketplace Offerings to third-party sellers in the following manner:

- PassingPlan's Transaction Fee for Subscription third-party sellers is **5%** of the Marketplace Offering Price.
- PassingPlan's Transaction Fee for Revenue Share third-party sellers is **15%** of the Marketplace Offering Price.
- For purchases of goods only, shipped directly to the purchaser, PassingPlan pays 100% of the Net Payment within 7 days of the completion of the goods purchase and the third-party seller's confirmation of shipment. PassingPlan collects sales taxes on your behalf based on the value of the goods as declared by you on the Site. The sales tax collected by PassingPlan on your behalf is channeled to you with your Net Payment.
- For funeral homes, payment of the Net Payment is paid immediately.
- For all other third-party sellers, PassingPlan's payment schedule is as follows:
 - o Scheduling Deposit, equal to 5% of the Net Payment, is paid to the third-party seller

to hold the provider's time slot:

- one (1) month before scheduled event date, if purchase date is greater than one month before the event date;
- or upon completing purchase and scheduling of the Marketplace Offerings if purchase date is less than one month before the event date.
- Deposit, equal to 45% of the Net Payment, is paid two (2) weeks ahead of the scheduled event date.
- Final Payment of the remainder of the Net Payment is paid upon Completion of Services. The remaining 50% of the Net Payment will be paid within 30 days of delivery of the Marketplace Offerings goods and/or services.

We reserve the right to correct any errors or mistakes in pricing and/or payments, regardless of fault, even if we have already requested, received or transmitted payment. You agree to refund incorrect payments to us should the payment be made to you.

REFUNDS POLICY

PassingPlan's standard refunds policy is as follows:

- Refunds for goods only purchases are subject to the third-party seller's terms and conditions. Refunds for goods only purchases shall be negotiated with the third-party sellers.
- Refunds from funeral homes must be negotiated with the funeral home.
- For all other third-party seller's Marketplace Offerings which contains at least a service:
 - Up to one (1) month before the scheduled event date, the purchaser may cancel services and receive a full refund of the Marketplace Offerings price from PassingPlan.
 - Between one (1) month and up to two (2) weeks before the scheduled event date, the purchase can be cancelled, and the purchaser will be refunded 50% of the of the Marketplace Offerings price.
 - Within two (2) weeks of the scheduled event date the services can be cancelled, however, 0% of the Marketplace Offerings price shall be refunded to the purchaser.
 - Rescheduling of an event date, with the approval of the third-party seller, will not incur any penalty.

All refunds for services purchased from third-party sellers of Marketplace Offerings shall be channeled through us and passed on to the respective buyers. Given our payment schedule detailed above in Third-Party Channel Payments, and our refund policy, it is unlikely that you would be required to refund any payments made to you by us on behalf of the purchaser. However, if under some circumstance PassingPlan has paid you and a refund is due to the purchaser then you agree to refund the monies to us. If you refuse to refund monies rightfully due to us on behalf of the purchaser of your Marketplace Offerings, it may result in PassingPlan removing you and your Marketplace Offerings from our Site.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site or the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Site, Application or Content, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on the Site.
4. Circumvent, disable, or otherwise interfere with security-related features of the Site or the Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site or Application and/or the Content contained therein.
5. Engage in unauthorized framing of or linking to the Site or the Application.
6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
7. Make improper use of our support services or submit false reports of abuse or misconduct.
8. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. Interfere with, disrupt, or create an undue burden on the Site or the Application or the networks or services connected thereto.
10. Attempt to impersonate another user or person or use the username of another user.
11. Sell or otherwise transfer your profile.
12. Use any information obtained from the Site in order to harass, abuse, or harm another person.
13. Use the Site, Application and/or the Content as part of any effort to compete with us or for any revenue-generating endeavor or commercial enterprise.
14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site or the Application.
15. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site or the Application.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site or the Application to you.
17. Delete the copyright or other proprietary rights notice from any Content.
18. Copy or adapt the Site's or the Application's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
19. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or the Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Marketplace Offerings.
20. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (e.g., GIFs), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMS").

21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site or the Application, or using or launching any unauthorized script or other software.23. Use the Site, Application or Content for any illegal or unauthorized purpose or in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The Site may invite you to review packages or third-party sellers, chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, reviews, feedback, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be publicly viewable by other users of the Site and the Marketplace Offerings and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision

of these Terms of Use, or any applicable law or regulation.

When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

Any use of the Site or the Marketplace Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the Marketplace Offerings.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations

on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

MOBILE APPLICATION LICENSE

Use License

If you access the Marketplace Offerings via the Application, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Application on wireless electronic devices owned or controlled by you, and to access and use the Application on such devices strictly in accordance with the terms and conditions of this Application license contained in these Terms of Use.

Apple and Android Devices

The following terms apply when you use the Application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Marketplace Offerings: (1) the license granted to you for the Application is limited to a non-transferable license to use the Application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the Application as specified in the terms and conditions of this Application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Application; (3) in the event of any failure of the Application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) 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 (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

THIRD-PARTY WEBSITES, CONTENT, AND ADS

The Site may contain links to third-party websites ("**Third-Party Websites**") and applications

(“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of PassingPlan. PassingPlan is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. PassingPlan provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Marketplace Offerings (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the Site and the Marketplace Offerings or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.

We cannot guarantee the Site and the Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for

any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and any action related thereto are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

DISPUTE RESOLUTION

All disputes arising out of or in connection with these Terms of Use shall be conducted by JAMS, an established alternative dispute resolution provider, by a single arbitrator appointed in accordance with JAMS's rules. All claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. The place of the arbitration shall be San Francisco, California, U.S.A. The language of the arbitration shall be English. The arbitration shall be commenced by a request for arbitration by either party, delivered to the other party. The request shall set out the nature of the claim(s) and the relief requested. Except as otherwise specifically limited in this Agreement, the arbitrator shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitrator shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Each party retains the right to apply to any court of competent jurisdiction for interim and/or conservatory measures, and any such request shall not be deemed incompatible with these Terms of Use to arbitrate or a waiver of the right to arbitrate. The existence and content of the arbitration and any rulings or awards shall be kept confidential by the parties and the arbitrator, except (i) to the extent that disclosure may be required of a party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, (ii) with the consent of all parties, (iii) where needed for the preparation or presentation of a claim or defense in this arbitration, (iv) where such information is already in the public domain other than as a result of a breach of this section, or (v) by order of the arbitrator upon application of a party. Any award of the arbitrator shall be final and binding on the parties. The parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made. Enforcement of any award may be sought in any court of competent jurisdiction.

If you wish to opt-out of the instant agreement to arbitrate, within 30 days after first becoming subject to these Terms of Use, you must send us a letter stating "Request to Opt-Out of Agreement to Arbitrate" to the following address: 2309 Noriega St. Suite 209, San Francisco, CA 94122 or the following email address: info@passingplan.com. In the event you opt out of the arbitration

provision, you agree to exclusively litigate in a court of competent jurisdiction in San Francisco, California. Also, if the arbitration in this section provision is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in San Francisco, California.

DISCLAIMER

THE SITE AND THE MARKETPLACE OFFERINGS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND THE MARKETPLACE OFFERINGS WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE MARKETPLACE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THE MARKETPLACE OFFERINGS, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (5) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

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CONTACT US

In order to resolve a complaint regarding the Site or the Marketplace Offerings or to receive further information regarding use of the Site or the Marketplace Offerings, please contact us at:

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