

# Terms of Use

Welcome to Taptot. We hope you will enjoy using the services provided by Yoger, Inc. (hereinafter “the Company”). To protect your rights, please carefully read these Terms of Use. By signing up on-line, you are deemed to have read and understood the Terms of Use and are willing to comply with the Terms of Use, including all stipulations under Matters of Attention.

Reminder: If you are a minor (younger than 21 years old), you must inform your legal representative (such as: parent, guardian) and request them to read, understand, and accept the Terms of Use, and obtain permission from your legal representative (such as: parent, guardian) to allow you to proceed. Use or continued use of the services provided by Taptot shall be deemed as your acceptance of these Terms of Use and other means of expression as well as permission from your legal representative to use the services provided by Taptot.

## **1. Compliance with membership rules and laws and regulations:**

You understand that by accepting this Terms of Use, you become a member of the services provided by the Company (hereinafter “the Service” or “the Taptot Service”) and can use the Service. When you use the Services as a member, you agree to abide by this Terms of Use and you accept other rules of the Company relating to your membership in the Service (including but not limited to FAQ Content, Management Rules, General Guidelines, Privacy Polices, Notices and Matters of Attention), and laws and regulations.

## **2. Description of the services:**

(A) Members who have accepted this Terms of Use must prepare their own computer or mobile device to access the Internet, and bear related telecommunications cost, including but not limited to Internet connection fees and telephone charges.

(B) When you have completed the registration process, you have acquired the Taptot membership, and you may start using the Service, including but not limited to using Taptot App to browse giveaways, post giveaways, designate (Give TO) giveaways, designate (Share TP) TakePoints, bookmark posts, donate through the campaigns and take giveaways from other members. You accept that, by using the Service as a member, all ownership rights to the content of the Service belong to the Company, its partners, or any third party designated by Company. You may only use the Service as permitted by this Terms of Use, and are not permitted to lease, lend, or transfer your membership rights.

(C) The Company may add, modify, cancel, or terminate, in whole or in part, systems, services, or features related to the Service, and you agree that the Company does not need to notify members individually. You agree that this Terms of Use apply to existing and future services to be provided by the Company.

(D) The Service refers to the Taptot online give-and-take platform service provided by the Company. In addition to free services, your membership accounts may, after

paying an additional fee, access and use additional advanced features of the Service. To protect the security of your transactions, please use legal and legitimate methods of making payments for purchases made through the Service. If you use false methods to execute a purchase transaction, make payment, or use other services, the Company may terminate this Terms of Use, your membership and user rights to any or all parts of the Service at any time.

### **3. Obligation of truthful registration:**

Based on the services provided by Taptot, you warrant that, in response to the items presented during the registration process, you will provide your correct, truthful, and complete personal details at the time of registration. Whenever your personal details change, please update them immediately to keep personal information correct, true, and complete. In the event that your use of any untruthful registration details or fraudulent use of the name of another person harms the rights and interests of another person or violates the law, you shall be solely legally liable. You accept that the Company has the right to terminate your membership and/or user rights to any or all parts of the Service when your personal data are untruthful or no longer match with your personal details as a result of your failure to update your personal data.

### **4. Additions and amendments of member rules:**

Any additions or amendments to these Terms of Use will be announced on the Company's website or in the Taptot App, and the Service will not notify members individually. Your use or continued use of this Service after amendment of these Terms of Use will be deemed as your informed acceptance of these revised terms.

### **5. Termination and change of service:**

The Company may terminate your membership and/or user rights to any or all parts of the Service and shall not be responsible for any liability for damage or compensation to you or third parties related to any inconvenience or loss caused by the termination or modification of the Service in the event that you violate any of the terms stated below:

1. Untruthful membership registration data.
2. Registering or using a username for this Service consisting of characters other than English letters and numerals or indecent words.
3. Using the name of another person to register for this Service.
4. Create multiple accounts/dummy accounts that are deemed by the Company to take advantage of the courtesy TakePoints.
5. Any act or behavior deemed by the Company as TakePoint laundering.
6. Violation of this Terms of Use.
7. Other use of this Service deemed unfair or unreasonable by the Company.
8. Member's behavior using the Service causing damage, or fear thereof, to the Company.

## **6. Suspension or interruption of the service:**

(A) Under the following circumstances the Company may suspend or interrupt the Service in whole or in part without being liable for damages or compensation to you:

- i. in the event of migration, modification, or maintenance of system equipment for this Service;
- ii. in the event of suspension, interruption, modification, or cancellation of the Service due to causes not attributable to the Company;
- iii. in the event of termination, interruption, modification, or cancellation of the Service due to force majeure.

(B) When the Company must suspend or interrupt, in whole or in part, due to migration, modification, or maintenance of system equipment, the Company will announce such suspension or interruption on its official website or through electronic mail.

(C) Membership fees (if any) during suspension, interruption, cancellation, or modification of the Service due to your violations of law, the Terms of Use, or causes not attributable to the Company, will be charged based on the usual standards.

(D) You shall take appropriate security protection measures for your computer or mobile device at all times, to avoid inconvenience to yourself caused by suspension or interruption of the Service, loss of data, or other financial or time losses, to protect your rights and interests.

## **7. Members' obligations and responsibilities:**

(A) Individual accounts may not use the Service for any commercial, illegal, or inappropriate behavior.

(B) In addition to compliance with Terms of Use, you agree to abide by the Company's rules of operation, its management rules, the rules governing the use of Internet-related international conventions and etiquette, and agree not to use the Service to engage in the following conducts:

1. Transactions involving any medical-related equipment or medical supplies (including, but not limited to, drugs or treatments related to weight loss, breast enhancement, or muscle growth, and contact lenses, myopia glasses, reading glasses, etc.)
2. Transactions involving obscenity, pornography, or violence items.
3. Trafficking in human body, including human organs, cells, blood, human waste, etc.
4. Transactions involving live animals (including, but not limited to, cats, dogs, fish).
5. Transactions involving products and samples of protected or endangered animals as defined by law.
6. Transactions involving tobacco, alcohol, or drugs.
7. Transactions involving knives, guns, ammunition, weapons, and flammable, explosive, corrosive, toxic or otherwise hazardous materials.
8. Transactions involving expired materials, rotten food, or contaminated objects (items containing virus, or bacteria).
9. Transactions involving unclear descriptions or cannot be identified or cannot be understood by the Company.
10. Transactions involving any used disposable goods or used underwear.

11. Transactions involving an invention that has yet been invented.
12. Giveaways of money, checks, cashier's check, credit card or securities (including, but not limited to, stocks, funds, scalped tickets, registered bonds).
13. Activities that harm, endanger, or threaten telecommunication or violate laws and regulations.
14. Publishing texts or images on the pages of this Service that involves abuse, defamation, threat, indecency, obscenity, offense, or products that do not concord with the nature of the Service.
15. Illegal advertising, direct marketing, pyramid schemes, or information or promotion thereof.
16. Conducts with the intention to destroy or invade the servers or website of the Company; using plug-in programs, user programs, or vulnerability modification programs, programs to invade the membership database, spread computer viruses, and theft, alteration, destruction of the platform of the Service or information of other persons (major provision).
17. Leaving foul or offensive language (including homophones thereof), abuse, mutual attacks, or incitement on the pages of the Service (major provision).
18. Using this Service under a name identical or similar to this Company in the name of the Company (major provision).
19. Using this Service for activities deemed criminal or suspect (major provision).
20. Infringement or causing fear of infringement of copyrights, trademarks, patents, or other intellectual property rights (including, but not limited to, advertisements for imitation of brand-name goods, and pirated goods) (major provision).
21. Conduct that willfully obstructs the operation of the Service of the Company (major provision).
22. Using the reporting function [of the Service] to falsely accuse, slander, or harm other members, and infringe their rights and interests (major provision).
23. Other conduct or content which the Company reasonably deems unsuitable to the Service.

If it has been determined, by Company's sole discretion, that you have engaged in the listed conduct, the Company may directly remove or delete related content and take follow-up action. In the event of violation of major rules, repeated regulations, or continued violations after a warning, the Company may directly remove or delete such content, and may temporarily or permanently suspend your rights. You agree that the Company has the right to execute the provisions regarding termination of the Service in the event of conduct violating major provisions, and to demand compensation for damage caused.

(C) You shall be solely responsible for your action via the use of the Service. The Company reserves the right to investigate at any time the matters related to the above-mentioned provisions. However, this does not imply that the Company has the obligation to review the form or substance of content transmitted, posted, or expressed on the platform of the Service. Whenever the Company observes or is alerted by complaints from other persons or statements from you that you have violated any of the above provisions or have raised fear thereof, the Company expressly reserves the right to terminate or suspend the membership and services of you. The Company may seek damages from you for damages or loss caused by such violations.

(D) You hereby warrant to protect your personal account email, passwords, and phone numbers, and not to share, rent, or lend their use with others. You must regularly

update your personal passwords and log out every time you have finished using the Service, to avoid use of your account by others.

## **8. Limitation of liability:**

(A) The Company provides the Service to you under this Terms of Use. The Company does not warrant that the Service will meet the specific needs of specific users, including all of your needs.

(B) The Company does not warrant the correct, complete, safe, reliable, appropriate, timely, stable, continuous and error-free functioning of the Service. You agree that you make backup copies, or take other relevant measures, of electronic mail, files and other data. The Company assumes no liability for any loss of records of electronic mail, files and other electromagnetic data caused by their transfer.

(C) You must consider the risks of downloading electronic mail, files and other data from the Service and to take appropriate measures. The Company assumes no liability for any damage to your computer system or loss of files on your computer caused by such downloads.

(D) The Company does not warrant the stable, secure, error-free, and uninterrupted functioning of the Service due to events not attributable to the Company. Events not attributable to the Company includes: failure or malfunction of the Company's Service due to entities or individuals other than the Company; failure or malfunction of software or hardware equipment belonging to entities or individuals other than the Company (such as telecommunications providers); interruption, suspension, inability to use, delay, file transmission or storage errors caused by human error committed by entities or individuals other than the Company; alterations to the system, or forgery or alteration of data due the intrusion by entities or individuals other than the Company. Members must understand all potential risks and damages that may be caused by use of the Service, and cannot demand any compensation or damages should such risks materialize.

(E) To the extent legally permitted the Company expressly disclaims all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. The Company is not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of Taptot even if you advise the Company or the Company could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Despite the previous paragraph, if the Company are found to be liable, its liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to fifty US dollars (\$50).

## **9. Custody obligations:**

You are obligated to keep your member account email, password and phone number of the Service secure, and you are responsible for all activities on the Service that are carried out after log-in with your account and password. To safeguard your own interests, you must not disclose or provide your password to a third party, nor rent,

lend, or transfer your username or password to others for their use. If you discover illegal use of you member account or password or any unusual circumstances that may damage security, you must immediately notify the Company. If the illegal use of your member account is caused by your negligence in failing to keep your member account secure, the Company will not be responsible for the consequent damages.

## **10. Data processing:**

You accept that the Company collects, processes, stores, transfers, and uses membership registration data and posted data, within reasonable limits, in order to offer other services to you. You also accept that the Company creates membership statistics, carries out surveys and analysis of online behavior, and other legal uses.

## **11. Privacy:**

About the protection and rules related to the Privacy Policy, your membership registration and other specific information: You understand that, when you use the Service, the Company collects, processes, and uses your personal data in accordance with the Privacy Policy to which you have expressed consent.

## **12. Storage of membership content:**

The Company does not review the form or substance of content (including but not limited to text, images, music, video, software, information, or any other kind of data) transmitted, posted, or expressed on the Service, and does not warrant the accuracy, completeness, safety, or reliability thereof. You must consider the risks of using the content provided by other members of the Service.

## **13. Intellectual property rights:**

The copyrights, patents, trademarks and other intellectual property rights, ownership rights, other rights, and interests related to all works and materials on Taptot are all property of the Company or the original rights holders. Except after legal prior authorization from the Company or the original rights holders, Members are not permitted to reproduce, transmit, convert, edit, or use these works and materials in any way or form or for any purpose. Violators of intellectual property rights are subject to legal liabilities.

## **14. Termination of service:**

The Company reserves the right to terminate, interrupt, or suspend, in whole or in part, the Service without individual notice to you. You cannot seek any compensation or damages due to the Company's termination, interruption, or suspension of the Service.

## **15. Amendments to these Terms of Use:**

The Company reserves the right to add, delete, or other amend, in whole or in part, these Terms of Use relating to the Service. You accept that the Company does not send notices to members individually regarding amendments to the Terms of Use. You cannot seek any compensation or damages due to the Company's amendments to the Terms of Use.

## **16. Governing Law and Jurisdiction:**

The interpretation and application of these Terms of Use, and the relationship of rights and obligations resulting from your use of the Service, is subject to the laws of the United States of America and the interpretation and application of its laws and regulations (excluding international civil law and similar laws and regulations).

Should disputes arise, both parties agree that United States District Court of Southern District of California or the California Superior Court of Los Angeles is the competent court of first instance. In addition, the invalidation of any of parts of these Terms of Use will not affect the validity of the other parts of these Terms of Use.