

# PEPPERI TERMS AND CONDITIONS

## I. OVERVIEW

PEPPERI INC. (“Company”, “we”, “our”, “us”) offers and/or collaborates with third parties (“Third Party Providers”) to offer ‘Pepperi B2B Commerce Platform’ Including but not limited to ‘Pepperi SFA’ and ‘Pepperi B2B eCommerce (also known as “Storefront”’, and operates and maintains a variety of software tools (“Pepperi Tools”) and services (“Pepperi Services”) through its [[pepperi.com](https://pepperi.com)] domain or any successor domain (“Site”), its mobile applications (the “Mobile App”) Visitors, clients or persons otherwise using or accessing the Site, the Tools or the Services, the Mobile App are collectively referred to herein as “Users”.

## II. BINDING AGREEMENT

- 1. Assent and Structure.** By accessing or using the Site, you (“you”, “your”) signify, represent and warrant to the Company that (i) you are employed or engaged by an individual or organization (the “Subscribed Member”) that has a valid Pepperi Software as a Service Subscription Agreement or any other valid subscription and/or license agreement between Company and the Subscribed Member (the “Subscription Agreement”) or that you are using the StoreFront feature and are employed or engaged by a Customer of the Subscribed Member, (ii) you are duly authorized by the Subscribed Member to use the Pepperi Tools and Pepperi Services applicable to the Pepperi Edition set forth in the Subscription Agreement (respectively, “Tools” and “Services”) and Site, and (ii) you have read, understand and agree to be bound by the T&C, whether or not you are a Subscribed Member (as defined below). Any references to the T&C include the Pepperi Privacy Policy and Pepperi Security Statement posted on the Site by the Company, and all of which are hereby incorporated herein by reference. If you do not agree to the T&C, please do not access or otherwise use the Site or any Tools or Services contained therein.
- 2.** The T&C constitute the entire agreement between you and Company regarding the subject matter hereof and supersede all written or oral agreements previously in effect between Company and you as to the subject matter hereof. We reserve the right to require you to sign a non-electronic version of the T&C.
- 3. Modifications to the T&C.** We reserve the right, at our sole discretion, to change, modify, add, or delete the T&C, or any portion hereof, at any time without further notice to you. If any material term is changed, we will revise the T&C to reflect such change and post notification of such change on the Site. We will indicate at the bottom of the T&C the date the T&C were last revised. It is your responsibility to regularly check the Site to determine if there have been changes to the T&C and to review such changes. ANY AND ALL MODIFICATIONS TO THE T&C WILL BE EFFECTIVE UPON POSTING. BY CONTINUING TO ACCESS OR USE THE SITE, MOBILE APP AND/OR SERVICES, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE THEN CURRENT T&C. IF YOU DO NOT AGREE TO THE UPDATED T&C, YOU SHOULD IMMEDIATELY DISCONTINUE YOUR ACCESS TO AND USE OF THE SITE, MOBILE APP, TOOLS AND SERVICES.

4. **Additional Terms and Conditions.** Some Tools and Services may have additional terms, conditions and restrictions associated with them, which are or will be posted on those Site or Mobile App pages from which such Tools or Services may be accessed. You agree that any and all such additional terms, conditions and restrictions will apply to your access and use of the applicable Tools or Services and that, if they are in conflict with the T&C, such additional terms, conditions and restrictions will control with respect to such Tools and Services.
5. **Confirmation of Terms.** We may from time-to-time request that you confirm, including in writing, your agreement to and/or compliance with any part of the T&C as a condition to your continued access to and use of the Site, Mobile App, Tools and/or Services.

### III. CHANGES

We reserve the right, at any time and in our sole discretion, to change, modify, add, eliminate or discontinue the Site, Mobile App, Tools or Services, or any portion or feature thereof or impose certain conditions for use of the Site, Mobile App, Tools or Services or any parts thereof. All such changes, MODIFICATIONS, ADDITIONS, ELIMINATIONS, DISCONTINUANCES OR CONDITIONS shall be effective upon their posting on the Site or by direct communication to you unless otherwise noted.

### IV. ELIGIBILITY TO ACCESS AND USE

1. **Subscriptions.** Access to and use of the Site, Mobile App, Tools, and Services is limited solely to the Subscribed Member. If you are employed or otherwise engaged by the Subscribed Member (or by the Subscribed Member Customer using the StoreFront feature) you may access the Site and Mobile App and use the Tools and Services only for the Purpose and only if you are permitted to do so by, and have obtained all necessary consents, waivers or permissions from, the Subscribed Member. You must review employment agreements, employee manuals, codes of conduct, consulting agreements and other similar policies and agreements (if any) of the Subscribed Member and/or of the Subscribed Member's Customer that has hired or engaged you (as applicable) to ensure you are duly authorized to access and use the Site, Mobile App, Tools and Services. You should also consider contacting appropriate persons within the organization you work for (if applicable) to confirm that your participation is permissible and to receive any consents required. It is your responsibility to determine whether it is appropriate for you to access the Site and Mobile App and to use the Tools and the Services.
2. **Minimum Age.** The Site, Mobile App, Tools and Services are intended solely for Users who are eighteen (18) years of age or older and who are not considered to be minors in their state of residence and under applicable law.
3. **Jurisdictional Limits.** The Site, Mobile App, Tools and Services are directed solely for use in jurisdictions in which provision thereof is legal. Company makes no representation that any Tools or Services provided on the Site are appropriate or available for use in other locations. Those who access the Site and use the Tools and Services from locations in which such access and use is illegal do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. Subject to and without derogating from the

provisions of the Subscription Agreement, Company reserves the right to limit the availability of the Site, the Tools or the Services to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion.

4. **If in Doubt.** If you are unsure about your ability to comply with the T&C, then you must refrain from accessing the Site and from using the Tools and the Services.

## V. REGISTRATION DATA AND ACCOUNT SECURITY

1. **Your Obligations.** By accessing and using the Site or Mobile App, you represent, warrant and covenant (a) to provide accurate, current and complete information about you as may be requested by any registration forms or templates on the Site or Mobile App or otherwise provided to you by Company; (b) to ensure that your User account is not shared or accessed by an individual other than yourself; (c) not to register or log-in on behalf of an individual other than yourself nor to allow any other individual to register or log-in under your User account; (d) not to use another User's account; (e) to maintain the security of your password, User ID and/or other access methods you may be granted as a User; (f) to maintain and promptly update your registration data, and any other information you provide to us, to keep it accurate, current and complete; (g) that you are fully responsible for any and all use of your account and for any and all activities that occur through the use of any password, User ID or other access methods you may be granted, whether or not such use is authorized by you; and (h) not to access or attempt to access any password-protected portions of the Site without an authorized access method or through any means other than by utilizing your authorized access method on the appropriate Site or Mobile App page.
2. **No Aliases or Pseudonym.** We believe in open and transparent communications; therefore, we do not allow use of an alias, screen name or pseudonym for any use of the Site, Tools or Services.
3. **Privacy.** Note that any information you provide or that we otherwise collect about you as part of your registration is subject to the Company Privacy Policy. We reserve the right to disclose, in accordance with the Company Privacy Policy, any information about our Users, including registration data, in order to (a) satisfy any applicable law, rule, regulation, legal process, subpoena or governmental request; (b) enforce the T&C, and/or; (c) protect the rights, property or safety of Company, its Third Party Providers, the Subscribed Members, its other subscribed members, its Users and/or the public.
4. Note that the Company uses cookies on the Site. If you do not agree to the use of cookies you should cease using the Site.

## VI. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

1. **Company Ownership.** You agree that the Site, the Mobile App and all components thereof, including, without limitation, the Pepperi Tools, Pepperi Services, works of authorship, software, text, information, codes, content, data, graphics, images, photos, logos, button icons, audio, video, design, interactive features, structure, organization, data compilation, meta data, look and feel and any and all other features and elements, in any media or format, that are or may in the future become available through the Site and/or Mobile App, any improvements or modifications thereto, any derivative works based thereon, and the collection, arrangement and

assembly of all such components, are our property or the property of our Third Party Providers; and are protected by applicable copyright and other intellectual property laws.



2. **Trademarks and Logos.** and other trademarks, services marks and logos displayed and used via the Site, Mobile App, Tools or Services are the proprietary trademarks or service marks of Company or third parties. Company's marks may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among consumers, or to disparage or discredit Company. All other trademarks, service marks and logos not owned by Company that appear via the Site, Mobile App, Tools or Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Site and Mobile App or via the Tools or Services without the express written permission of the service mark or trademark owner.
3. Company welcomes ideas, suggestions and feedback related to the Site, Mobile App, Tools or Services and any other aspects of its business ("**Feedback**") whether through its suggestion/feedback pages on the Site, via email or messaging system, directly to Company representatives or otherwise. Provision of Feedback is entirely voluntary. If you elect to provide Feedback then you acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) Company is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (c) Company shall be entitled, in its sole discretion, to use, disclose or exploit (or choose not to use, disclose or exploit) such Feedback for any purpose, in any way and manner, in any media worldwide, now existing or hereafter devised; (d) Company may already considered or is developing something same or similar to the Feedback; (e) you hereby irrevocably assign to Company all right, title and interest in and to your Feedback; and (f) you are not entitled to any compensation, reimbursement or accounting of any kind from Company under any circumstances whatsoever.
4. **Reservation of Rights.** You acknowledge that you do not acquire any ownership rights in or to the Site, Mobile App, the Tools or the Services through your access to and use thereof. There are no implied licenses or rights under the T&C and all rights not expressly granted herein are specifically reserved to Company.

## VII. USE OF THE SITE, TOOLS AND SERVICES

1. **Limited Right of Access and License.** On the express condition that you comply with all your obligations under the T&C, we grant you a limited, revocable, nonexclusive, non-assignable, non-transferrable, non-sublicensable (a) right access the Site, utilize the Tools and use the Services through, and (b) license to install and use the Mobile App on, compatible devices using third party software (including internet browsing software and operating system) licensed to you as set forth in the Subscription Agreement, in each case, during the term of the Subscription Agreement, solely for the Purpose and subject to and in accordance with the terms and conditions of the Subscription Agreement and the T&C. It is your responsibility to ensure that you are using such compatible device and software. The use of craping, spidering, crawling or other technology or software used to access the Site,

Tools and Services without our express written consent and any other use of the Site, Mobile App, Tools and Services except as expressly authorized herein, without the prior written permission of Company, is strictly prohibited and will automatically terminate your limited right and license granted herein. Such unauthorized use may also violate applicable laws including intellectual property laws and other applicable rules, regulations and/or statutes.

2. **Use Restrictions.** Absent our advance written consent, you may not use, download, upload, reproduce, copy, duplicate, print, sell, publish, distribute, license, transmit, disseminate, perform, display, post, broadcast, create new works from or derivative works based on, reformat, rearrange or modify any information on the Site, Mobile App or any Services or Tools, on any Internet, Intranet or Extranet site or incorporate any of the foregoing in any other database or compilation, including any online or offline publication, or in any other manner or otherwise exploit the Site, Mobile App, Tools or Services.
3. In addition, when using the Site, Mobile App, Tools and Services you represent warrant and covenant not to: (a) restrict, inhibit or otherwise interfere with any other User's use, including, without limitation, by means of "hacking" or defacing any portion of the Site, Tools or Services or otherwise impairing or overburdening them; (b) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, Mobile App, Tools or Services; (c) "frame" or "mirror" any part of the Site, Mobile App, Tools or Services; (d) use any robot, spider, site search/retrieval application, or other manual process or automatic device or application or extraction tool to access, monitor, copy, use, download, retrieve, index, extract, scrape, data mine, interact, overload, or in any way reproduce or circumvent the navigational structure or presentation of the Site, Mobile App, Tools or Services; (e) harvest or collect email addresses or other contact and personal information of Users; (f) send any unsolicited or unauthorized advertisements, spam, chain letters, or other communications to other Users ; (g) upload or transmit any Feedback or Submission (as defined below) that contains or embodies a software virus, worm, cancelbot, Trojan horse or other harmful, contaminating or destructive feature, computer code, file or program, or otherwise violates the restrictions on such Submissions set forth in the T&C; or (h) violate any applicable local, state, national or international law, rule, regulation or order of any court.

## VIII. USER SUBMISSIONS

1. The Site and Mobile App may permit or require the submission of information, and content by you and other Users subscribed under the Subscribed Member in connection with the use of Tools or Services, including User names, information, data, links, orders, offers, quotations, merchandising information (including pictures and visual data), and tasks, as well as sharing the same with, or messaging the same to, any or all of the Users subscribed under the Subscribed Member, the hosting of such content and sharing it with, or messaging it to, any or all of the Users subscribed under the Subscribed Member ("**Submission(s)**"). Any such content, including, without limitation, information, text, graphics, audio, images, and links you submit in connection with any of the foregoing activities is referred to as "**Submission(s)**" in the T&C and is subject to terms and conditions set forth herein.
2. **Limited License.** You agree that upon uploading, posting, sharing, messaging or otherwise submitting your Submission on the Site, you automatically grant to us, a

non-exclusive, none-transferable and none-sublicenseable, worldwide, fully paid-up, limited right and license to use, distribute or display to other Users subscribed under the Subscribed Member, reproduce, modify, adapt, translate, incorporate into other works, create derivative works based on, and otherwise use your Submissions, including any ideas, concepts techniques or other information related thereto, in whole or in part, in any and all media format and in any manner, without any duty to obtain your consent or notify you or provide attribution or compensation to you, in each case, during the term of the Subscription Agreement, only for the purpose of or in connection with providing the Tools and the Services to Users subscribed under the Subscribed Member and in accordance with and subject to terms and conditions set forth in the T&C. You represent and warrant to us that you have all the necessary legal rights, power and authority to submit Submissions and to grant us the foregoing license and that such action will not violate any law or the rights of any person or entity. Company does not acquire any ownership rights in your Submissions; rather, as between you and Company, and subject to the rights you granted to us hereunder, you or the Subscribed Member (as may be applicable) retain ownership of all such Submissions.

3. **Private Information.** You should carefully read the full [Pepperi Privacy Policy](#) and [Pepperi Security Statement](#) to understand how we treat any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content (such as images) which you include in your Submissions might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you, including information deemed “sensitive” by any applicable law. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.
4. By submitting your Submission on the Site, you agree that any information that will be submitted by you or by the Subscribed Member (including personally identifiable information and other information as set forth in this Part VIII) will be saved in the Company’s database, until you or the Subscribed Member request its deletion. You acknowledge that it is your responsibility to request us to delete such information on any circumstances (including on the event that you cease to use your products and services). You may deliver us such a request at any time at [gdpr@pepperi.com](mailto:gdpr@pepperi.com).
5. **Confidential Information.** You acknowledge that ideas you post and information you share as part of your Submissions may be seen and used by other Users subscribed under the Subscribed Member, and Company cannot guarantee that such other Users will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential or do not want others to use, or that is subject to third party rights that may be violated by your sharing of it, do not post it as part of your Submissions.
6. **Backup.** Except as provided otherwise in the Subscription Agreement, you are solely responsible for creating backup copies and/or replacing any Submissions you post or store on the Site. When you post Submissions, you authorize us to make such copies and backups as we deem necessary in order to facilitate the posting and storage of Submissions on the Site or as otherwise provided in the Subscription Agreement.
7. **Rules of Conduct.** When making Submissions, accessing the Site or the Mobile App and using the Tools and Services, you agree to act only for the Purpose (as defined in the Subscription Agreement), in good faith, in a professional manner, to

the best of your ability, and in accordance with the T&C and applicable law. You represent, warrant and covenant that your Submissions and any other actions you may take while using the Site, Mobile App, Tools or Services shall not constitute, include or result in any of the following: (a) promotion of or incitement to hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity, (b) pornography or pedophilia materials, (c) direct or veiled threats against any person or group of people or content that is otherwise harmful, abusive, offensive, harassing, derisive, tortuous or objectionable, (d) invasion of privacy or violation or disclosure of the private and confidential information of any third party, including, without limitation, credit card numbers, social security numbers, and driver's and other license numbers, (e) violation of any right of publicity, (f) impersonation of others in a manner that is intended to or does mislead or confuse others, (g) use for unlawful purposes or for promotion of dangerous and illegal activities, (h) spamming or solicitations, including, without limitation, junk mail, "chain letters" or "pyramid" schemes of any sort or invitations to participate in any of them, (i) personal attacks, (j) profanity, obscenity or vulgarity, (k) business solicitations or advertising, (l) libel or defamation, (m) expression, suggestion or implication that any statements you make are endorsed by us, without our prior written consent, (n) content that you either know or should know is false, deceptive or misleading, or misrepresents or deceives others as to the source, accuracy, integrity or completeness, (o) infringement of any intellectual property or other proprietary rights of any individual or entity, (p) transmission of any non-public or otherwise restricted, confidential or proprietary information of any individual or entity without the express authorization of such individual or entity, (q) transmission of content which is prohibited under any law, rule, regulation or order of any court, or prohibited as a result of any employment, contractual, fiduciary or other legal obligation or relationship, or (r) violation of any local, state, national or international law, rule, regulation or order of any court.

8. **Company Discretion.** Company has no obligation to, and does not, pre-screen or monitor Submissions and does not guarantee that Submissions will be truthful, accurate, complete, or of any quality or value or in compliance with the T&C. Without limiting the generality of the foregoing, Company reserves the right, in its sole discretion and without further notice to you, to monitor, investigate, censor, edit, modify, move, delete, or remove any Submissions, any emails, messages, profiles or other personalized information or any information transmitted to or from your User account or a Company messaging or sharing tool, at any time and for any reason, including, without limitation, if Company believes, in its sole discretion, that such modification or removal is necessary to (a) satisfy any applicable law, rule, regulation, legal process, subpoena or governmental request; (b) enforce the T&C; and (c) protect the rights, property or safety of Company, its Third Party Providers, its Users and/or the public.

## IX. DISCLAIMERS

1. **General.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) NOR ITS THIRD PARTY SERVICE PROVIDERS (A) MAKE ANY WARRANTIES OR REPRESENTATIONS,

AND HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, MOBILE APP, TOOLS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATION AS TO THE AVAILABILITY, OPERATION, PERFORMANCE AND/OR USE OF THE SITE, MOBILE APP, TOOLS AND/OR SERVICES, OR ANY OTHER MATERIALS ON OR ACCESSED VIA THE SITE, MOBILE APP, TOOLS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE (WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED), TITLE, NON-INFRINGEMENT, AND any IMPLIED WARRANTIES or INDEMNIFICATION ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (B) WARRANT OR GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS, AVAILABILITY OR COMPLETENESS OF THE SITE, MOBILE APP, TOOLS, SERVICES, OR ANY OTHER INFORMATION, CONTENT OR MATERIALS ACCESSIBLE VIA THE SITE, MOBILE APP, TOOLS OR SERVICES; (C) SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE, MOBILE APP, TOOLS OR SERVICES; AND (D) MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SITE, MOBILE APP, TOOLS AND/OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS; YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, mobile app, tools, SERVICES AND ALL COMPONENTS THEREOF, AND ANY OTHER INFORMATION, CONTENT OR MATERIALS CONTAINED IN OR ACCESSED VIA THE SITE, MOBILE APP, TOOLS or SERVICES, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK.

2. **No Liability for User’s Actions.** Notwithstanding any rules of conduct or provisions set forth in the T&C, Company and its Third-Party Providers do not control and therefore are not responsible for the actions of Users on or off the Site, including any misuse or misappropriation of the Site, the Tools or the Services.
3. **No Liability for Third Party Websites.** You also acknowledge that the Site and/or the Services may contain links to third party websites or products or services from other providers that may offer you the ability to download or access software, content or services, such as navigation applications. Company is not responsible for the content of such links, or any products, services or other materials relating to any linked site, or any link contained in a linked site. Company neither controls nor endorses or sponsors such other websites or any products, services or content therein, and has not reviewed or approved any content that appears on such other websites. IN NO EVENT WILL COMPANY OR ITS THIRD-PARTY PROVIDERS BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE OR THE MOBILE APP, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.



4. **No Warranties.** No opinion, advice or statement of Company (including its officers, directors, employees, agents and affiliates) its Third Party Providers or any Users, whether made on the Site or Mobile App, via the Tools or Services or related thereto or otherwise, shall create any representation or warranty hereunder.

## **X. LIMITATION OF LIABILITY**

1. **Exclusion of Indirect Damages.** IN NO EVENT SHALL COMPANY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR DAMAGES FOR LOST TIME OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THE USE OF, ACCESS TO, RELIANCE ON, FUNCTIONALITY, INABILITY TO USE OR IMPROPER USE OF THE SITE, MOBILE APP, TOOLS OR SERVICES, OR ANY OTHER INFORMATION, CONTENT OR MATERIALS AVAILABLE VIA THE SITE, MOBILE APP, TOOLS OR SERVICES.
2. **Limited Remedies.** YOUR SOLE REMEDIES FOR DISSATISFACTION WITH THE SITE' MOBILE APP OR ANY OF THE TOOLS OR SERVICES IS TO STOP USING THEM. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Site, the Mobile App, the Tools or the Service, exploitation of any materials issued or published in connection therewith or displayed thereon or therethrough.
3. **Basis of the Bargain.** You hereby agree that the limitation of liability provisions, including the exclusions of damages and disclaimers are part of the basis of the bargain between you and Company and without them the terms and prices charged and the availability of the Site, Mobile App, Tools and Services would be different. In the event that any remedy is determined to have failed its essential purpose, all limitations of liability, the exclusions of damages and disclaimers set forth herein shall remain in full force and effect. If any applicable authority holds any portion of this section to be unenforceable, our liability will be limited to the fullest possible extent permitted by applicable law.

## **XI. LIMITATION OF LIABILITY**

1. **Your Obligation.** You agree to indemnify and hold harmless Company (including its officers, directors, employees, agents, representatives and affiliates) and its Third Party Providers, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the T&C, (b) use of the Site, Mobile App, Tools or Services, or any information, content or materials contained, displayed or available therein, by you or any other person accessing them under your authorized access methods, (c) any activity you engage on or through the Site, Mobile App,

Tools or Services, (d) your violation of the rights, including intellectual property rights of any third party, or (e) your Submissions.

2. **Cooperation.** Further, you agree to cooperate fully in any Company inquiry concerning actual, alleged, or potential violations of the T&C. You waive any and all rights against Company (including its officers, directors, employees, agents, representatives and affiliates) and its Third Party Providers and agree to indemnify and hold them harmless in connection with any claims relating to any action taken by Company as part of its investigation of a suspected violation or the result of its conclusion that a violation of the T&C has occurred, including, but not limited to, the removal of the suspension or termination of your access to the Site, Mobile App, Tools and Services.

## **XII. TERMINATION**

1. **Termination By Company.** Company may, at any time and in its sole discretion, for any or no reason and without prior notice to you, terminate your access to and use of the Site, the Mobile App and/or any or all of the Tools or the Services. Causes for such termination shall include, but are not limited to: (a) breaches or violations of the T&C or other agreements, policies or guidelines, (b) termination of the Subscription Agreement, (c) requests by law enforcement or other government or regulatory authorities, or (d) violation of copyrights or other intellectual property rights. Termination of the T&C includes disabling your access to the Site, the Mobile App and any Tools or Services.
2. **Termination By You.** Only the signatory to the Subscription Agreement, such signatory's designated agent, or the party that is directly paying for the Site, Mobile App, the Tools or the Services may terminate the T&C subject, however, to the Subscription Agreement and in accordance with its terms. To the extent you are not the signatory to the Subscription Agreement, the designated agent thereof, or directly paying for the use of the Site, the Mobile App, the Tools or the Services, you cannot terminate the T&C, but rather only stop accessing the Site, Mobile App, the Tools or the Services, for any or no reason, at any time.
3. **Survival of Terms.** All sections of the T&C which by their nature survive termination shall continue in full force and effect beyond any termination of the T&C, including, without limitation, all provisions which relate to disclaimers, limitation of liability, waiver and indemnification.

## **XIII. MISCELLANEOUS**

1. **Choice of Law.** The T&C shall be governed by and construed in accordance with the laws of the State of New York, USA, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction, as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. In no event shall the T&C be governed by the United Nations Convention on Contracts for the International Sale of Goods. Further, UCITA whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified shall not apply to this Agreement and is hereby disclaimed.
2. **Choice of Forum.** In connection with any litigation arising out of or relating to the T&C, each party consents to the exclusive jurisdiction and venue of the competent

court in the competent court in New York, New York, USA. Notwithstanding the foregoing, you agree that Company shall be allowed to apply for injunctive remedies (or an equivalent relief) in any jurisdiction.

3. **Severability.** In the event that any court having competent jurisdiction over the interpretation of the T&C shall finally determine that one or more of the provisions contained herein shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and, as so limited or restricted, shall remain in full force and effect. In the event that any such provision or provisions shall be deemed wholly unenforceable, such provision shall be deemed deleted from the T&C, and the remaining provisions shall remain in full force and effect. Any such judicial interpretation requiring limitation or deletion of a provision shall be valid only in the jurisdiction in which such interpretation is made.
4. **Waivers.** No waiver of any of the terms of the T&C will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under the T&C will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.
5. **Assignment.** You may not assign or otherwise transfer the T&C or any rights or obligations hereunder and any such assignment or transfer to the contrary shall be null and void and of no legal effect. We may freely assign, or otherwise transfer all rights and obligations under the T&C, fully or partially, without notice to you.
6. **Construction and Interpretation.** Capitalized terms shall have the meanings ascribed to them in the T&C. The word "including" shall be deemed to mean 'including but not limited to' unless expressly set forth to the contrary. Unless expressly set forth to the contrary, the words "herein", "hereof" and "hereunder" and other words of similar import refer to the T&C as a whole, including the [Pepperi Privacy Policy](#) and [Pepperi Security Statement](#), as the same may be amended or supplemented and not to any subdivision contained in the body of the T&C. Neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. Where any provision in the T&C refers to an action to be taken by a party, or which such party is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such party. Section headings are for convenience only and shall not affect the interpretation of any provision of the T&C.

#### **XIV. ADDITIONAL PROVISIONS FOR STOREFRONT USER**

If you are using the StoreFront feature and employed or engaged by a Customer of the Subscribed Member you further acknowledge the following:

1. The terms and conditions hereunder will apply to you *mutatis mutandis*.
2. Following our Client's (the Subscribed Member's) request, we allow you to subscribe as a User on our Site. However, your subscription as a User and the applicability of this T&C to you, do not create any other legal relationships with you (or with your employer). The Company is under no obligation whatsoever to provide any product

or service to you or to your employer. Your employer and yourselves are not clients of the Company and have no legal rights towards the Company.

## **XV. NOTIFICATIONS AND CONTACT INFORMATION**

1. **Company Notices.** Company may place a banner notice across its pages or otherwise post a notice on the Site and/or the Mobile App to inform you of certain changes related to the Site, Mobile App, Tools or Services, including modifications to the T&C. Alternatively, notice may consist of any other form of communication, including an email from Company to an email address associated with your account or the Subscribed Member, even if we have other contact information. You also agree that Company may communicate with you through other means including messaging systems via the Site, mobile number, telephone, or delivery services including the postal services about your Site, Mobile App, Tools or Services associated therewith. You acknowledge and agree that we shall have no liability associated with or arising from your failure maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Site, Mobile App, Tools or Services. Notices provided to you via the Site, Mobile App or email shall be considered received by you within 24 hours following the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.
2. **Notices.** If you have any questions relating to the T&C, Site, Mobile App, Tools or Services or Company, please contact: [admin@pepperi.com](mailto:admin@pepperi.com). Notices shall be accepted at [admin@pepperi.com](mailto:admin@pepperi.com) or courier at Company, Attn: Office Manager. Notices provided not in compliance with the foregoing shall have no legal effect.

*Updated June 1<sup>st</sup>, 2022*