

TERMS AND CONDITIONS

Last Updated: September 11, 2020

1. Introduction

OKTY C CORPORATION (“OkTY,” “we,” “us,” “our”) provides a mobile application OkTY (the “App”) and a website located at www.okty.app (the “Website”) and the content available through the App, the Website, our emails, and our notifications, including but not limited to, all artwork, text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, and services (the “Content”). The App, the Website, together with the Content, tools, features, functionality, and other information and services including, without limitation, viral, embeddable or application/device-based features and related technology, accessed via the Internet, mobile or other device are collectively referred to as the “Service”.

2. Acceptance of Terms and Conditions (the “Terms”)

These Terms are a legal agreement between you (“you” or “User”) and us and contain important information regarding your legal rights, remedies and obligations. By accessing and using the Service (or by clicking “I Accept” if presented with these Terms in a clock-through format), you: (i) acknowledge that you have read, understand, and agree to be legally bound by these Terms; (ii) agree to comply with all applicable laws, rules and regulations with respect to your use of the Service; and (iii) represent that you have the legal capacity to enter into contracts in the jurisdiction where you reside. Our Privacy Policy and the CCPA Privacy Notice constitute an integral part of these Terms and explain how we collect, use and protect information that we learn about you as a result of your interaction with us through the App and/or the Website. You can find our Privacy Policy here: www.okty.app/privacypolicy and the CCPA Privacy Notice here: www.okty.app/CCPA. If at any point you do not agree to any portion of the Privacy Policy of the CCPA Privacy Notice, you must immediately stop using the Service.

If you do not accept these Terms or if you are not authorized or eligible to be bound by them, you may not download our App, access the Website, and access and use our Service. Your continued use of the App, the Website, and the Service manifests your acceptance of these Terms, as revised from time to time.

NOTICE REGARDING DISPUTE RESOLUTION FOR THE U.S. USERS: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING AN OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT-OUT OF ARBITRATION: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

3. Modifications

We may occasionally modify the Terms, the Privacy Policy, or the CCPA Privacy Notice. You can determine when such documents were last revised by referring to the “Last Updated” legend at the top of the page. If the changes include material changes that affect your rights or obligations, we will notify

you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Terms. You agree that these Terms shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with us, including but not limited to events, agreements, and conduct preceding your acceptance of these Terms.

4. Description of the Services

OkTY is committed to empowering the consumer to take control of when, how, and by whom their personal information is used. Through our Website, the App, and other associated applications, you can contribute a wide variety of information relating to yourself, ranging from personal information, financial information, and geolocation data (collectively, “your data” or “user data”). We collect some of this information directly from you when you register or subsequently interact with the App and the Website. You may also contribute information residing on third-party platforms, such as financial institutions (each, a “Third-Party Platform”) or let us track your location. Notably, we only collect this information with your consent, and you control which, if any information, you would like to share. Our Services allow you to share information with us and, to a limited extent, third parties, in exchange for points. You can also earn points by interacting with the ads from our brand partners by watching their ads or content, downloading their offers (coupons, discounts, offers), or taking such offers to online or offline stores. The points are allocated in digital OkTY tokens. You can either accumulate the points (and the corresponding OkTY tokens) and then exchange them for rewards or redeem them for cash.

You acknowledge that when you download, install, or use the App or the Website, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Service. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or the Website or certain of its features or functionality, and the App and the Website will provide you with opportunities to share information about yourself with us and ultimately with our brand partners. All information we collect through or in connection with the Service is subject to our Privacy Policy located at www.okty.app/privacypolicy. By downloading, installing, using, and providing information to or through the App and the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Eligibility to Use the Service

In order to use our Service, you must first create an account. This process includes selecting a screen name and providing certain information about you. When creating an account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) your use of the Service does not violate any applicable law or regulation or these Terms; (c) you have the legal capacity and you agree to comply with these Terms; and (d) you are at least 16 years of age.

Our Service is not for persons under the age of 16, and we do not knowingly collect personal information from children under 16. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at privacy@okty.app.

By using the Service, you agree to receive certain communications, such as updates about the App, reminders, or a periodic e-mail newsletter from us. You can opt-out of non-essential communications by emailing us at privacy@okty.app.

We reserve the right to suspend or terminate any User account and your use of the Service.

6. Intellectual Property

Our App and Website contain trademarks and service marks owned by us or other third parties. Unless specifically noted that such trademarks or service marks belong to a third party, we own all trademarks and service marks displayed in the App and the Website, whether registered or unregistered, including but not limited to, the name OkTY, our logo, our design patterns and our other graphics, the App and the Website trade dress, and other indicia of origin of our Services. The use of our intellectual property is strictly prohibited, unless we have granted our prior written consent.

The Content of the App and the Website, including text, graphics, logos, button icons, images, data compilations, and any other works of authorship, both individually and as they are compiled on the App and the Website, and software used in the App and the Website, are the property of OkTY or third parties, and are protected by copyright and other United States and foreign intellectual property and related laws, rules and regulations. The Content includes both material owned or controlled by OkTY (“OkTY Content”), and material owned or controlled by third parties and licensed to us. Any use of the OkTY Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any of the OkTY Content.

7. License Grant

Subject to your compliance with these Terms, we hereby grant you a worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable license to:

(i) download and install the App, solely on one or more handheld mobile devices owned or controlled by you (collectively, a “Mobile Device”); and

(ii) access, stream, download, and use on such Mobile Device the Content and the Service made available in or otherwise accessible through the App, strictly in accordance with these Terms and solely for your personal, non-commercial purposes.

We are not responsible to ensure, and disclaim any responsibility for, your ability to open, use or view the Content we provide. As between you and us, we retain all right, title and interest in and to the Content and all related intellectual property rights.

You acknowledge and agree that the App and the Website are provided under license, and not sold, to you. You do not acquire any ownership interest in the App or the Website under these Terms, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. We and our licensors reserve and shall retain our entire right, title, and interest in and to the App and the Website, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

8. User Feedback

We are always happy to hear from you and are grateful for your comments and suggestions on how to improve our Service. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials: (a) all submissions are non-confidential and non-proprietary; (b) we will not be liable for any use or disclosure of any submission; and (c) we can use the submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitting person.

9. Prohibited Activities

By accessing and using the App and the Website, you agree that you will not use the App, the Website, and the Service for any unlawful or prohibited purpose. You may not attempt, through any means, to gain unauthorized access to any part of the App, the Website or the Service, other account, computer system or network connected to our server. We reserve the right, in our sole and absolute discretion, to monitor any and all use of the App and the Website.

Without limiting the foregoing, you will not use the App, the Website, and the Service to:

(a) post or otherwise transmit any Content that (i) is unlawful, false, misleading, inaccurate, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or that encourages conduct that would be considered a criminal offense, give rise to civil liability, or is otherwise objectionable; (ii) depicts or advocates the use of illicit drugs; (iii) makes use of offensive language or images; (iv) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (v) poses or creates a privacy or security risk to any person; (vi) infringes any intellectual property or other proprietary rights of any party; (vii) are "junk mail," "spam," "chain letters," or "pyramid schemes"; (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (ix) in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose us or other users to any harm or liability of any type;

(b) violate any applicable local, state, national, international or other law or regulation, or any order of a court, including without limitation, rules about intellectual property rights, the Internet, technology, data, email or privacy;

(c) access the App, the Website, and the Service from territories where it is illegal or strictly prohibited;

(d) interfere with, disrupt or damage the Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(e) use the Service to transmit, distribute, post or submit any information concerning any other person without their permission;

(f) harvest or collect email addresses or other contact information of other Users by electronic or other means without their consent;

(g) "stalk" or harass any other User or collect or store any information about any other User;

(h) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;

(i) register for more than one User account or register for a User account on behalf of an individual other than yourself;

(j) transfer or sell your account and/or username to another party;

(k) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(l) use automated scripts to access, search, collect information or otherwise interact with the Service (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, “screen scrape,” monitor, “mine,” or copy any static or dynamic web page on the App or the Website contained on any such web page for commercial use without our prior express written permission;

(m) other than with respect to your own Content, (i) use, reproduce, duplicate, copy, sell, resell or exploit the Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in the Content;

(n) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction;

(o) copy, modify, translate, or otherwise create derivative works of any part of the Service;

(p) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App or the Website, including any copy thereof;

(q) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason; or

(r) advocate, encourage, or assist any third party in doing any of the foregoing.

10. Third Parties

These Terms apply only to the App, the Website, and the Service. In using the Service, you may be exposed to content and information, for example, data, text, files, information, usernames, graphics, images, photographs, profiles, audio, video, messages, services or links, from other third parties such as brands (“Third-Party Content”), either in the App, the Website, or through links to third-party websites or mobile applications. Because we do not review, monitor, operate or control any such Third-Party Content, you acknowledge and agree that we are not responsible for the availability of such websites or mobile applications and do not endorse and are not responsible or liable, directly or indirectly, for any content, advertising, products, services or other materials on or available from such websites or mobile applications. We make no guarantees, representations or warranties as to, and shall have no liability for, any content delivered by any third party, including, without limitation, its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof, or the use of any personal information you provide to any such third party. You acknowledge and agree that use of such links is entirely at your own risk. We may discontinue links to any other website or mobile application at any time and for any reason. You agree to comply with applicable third party terms of agreement when using the Service.

11. Terms Required By Apple, Inc. (“Apple”)

(a) There Terms are an agreement between you and OkTY only, and not with Apple. OkTY, and not Apple, is solely responsible for the App and the content thereof. Your use of the App must comply with the Usage Rules set forth in the Apple App Store Terms of Use as of the Effective Date of these Terms.

(b) The license granted to you for the App is a non-transferable license to use the App on any iOS Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with you via Apple's Family Sharing program or volume purchasing.

(c) OkTY is solely responsible for providing, and Apple has no obligation to provide, maintenance and support for the App. Support requests, as well as questions or complaints regarding the App, may be directed to OkTY C Corporation, at 110 West 11th Street, Suite 400, Los Angeles, CA 90015.

(d) In the event of any failure of the App to comply with any warranty that may exist as a matter of law, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

(e) Apple shall not be responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks.

(f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the App, or your possession and use of the App, infringes a third party's intellectual property rights.

(g) You represent and warrant that (i) the App will not be downloaded or used in, or transported to, and you are not located in, a country that is subject to a U.S. Government embargo, or 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.

(h) The Company's address is 110 West 11th Street, Suite 400, Los Angeles, CA 90015. All questions and complaints about the App should be sent to: Sam Plumptre.

(i) Apple and its subsidiaries are third-party beneficiaries of these Terms, and have the right (and shall be deemed to have accepted the right) to enforce these Terms against you.

12. Disclaimer of Warranties

THE APP, THE WEBSITE, AND THE SERVICE ARE PROVIDED ON "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OKTY C CORPORATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR APP, THE WEBSITE, AND THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE SERVICE YOU OBTAIN THROUGH OUR APP AND/OR THE WEBSITE WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, WILL BE OF A CERTAIN QUALITY, THAT DEFECTS WILL BE CORRECTED, THAT THE APP IS AND WILL REMAIN TO BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APP, THE WEBSITE, OR THE TECHNOLOGY THAT

MAKES THEM AVAILABLE ARE IMMUNE TO HACKER ACTIVITY, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP, THE WEBSITE, AND THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. WE MAKE NO WARRANTY AS TO THE RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE APP, THE WEBSITE, OR THE SERVICE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE REPLYING ON IT. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS MAY DIFFER FROM WHAT YOU EXPECTED.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH ALL THIRD PARTIES THROUGH THE SERVICE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

13. Limitation of Liability

IN NO EVENT SHALL OKTY C CORPORATION (FOR PURPOSES OF THIS SECTION, "OKTY C CORPORATION" INCLUDES ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, AND REPRESENTATIVES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE APP, THE WEBSITE, OR THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION THROUGH THE APP OR THE WEBSITE, PERSONAL INJURY, PROPERTY INJURY, BODILY INJURY OR EMOTIONAL DISTRESS, LOST PROFITS, LOSS OF GOODWILL, YOUR INABILITY TO USE THE OFFERS, COMPUTER VIRUS, OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR MISUSE OF ANY RECORD OR DATA. WE DO NOT ASSUME ANY LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT ANY CONTENT ON THE SERVICE, OR FOR ANY OUTCOME OF ANY INTERACTION (ONLINE OR OFFLINE) RESULTING FROM THE POSTED CONTENT. THE COMPANY DISCLAIMS ANY LIABILITY FOR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE. YOU ARE ADVISED TO EXERCISE GOOD JUDGMENT AND CAUTION WHEN ACTING ON THE INFORMATION AVAILABLE THROUGH THE SERVICE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE APP, THE WEBSITE, OR THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF \$100. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE APP, THE WEBSITE, OR THE SERVICE IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE USE OF THE APP, THE WEBSITE, AND THE SERVICE.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

14. Release

To the fullest extent permitted by law, you release us, our parent entity, subsidiaries and affiliated companies, and their respective officers, employees, directors, contractors and agents from any and all responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following: (i) your use of the App and the Service; (ii) disputes between Users, including those between you and other Users; (iii) your Content or Third Party Content; (iv) claims relating to the unauthorized access to any data communications or content stored under or relating to your account, including unauthorized use or alteration of such communications or your Content.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

15. Indemnification

You agree to defend, indemnify and hold harmless OkTY C Corporation, our subsidiaries and affiliated companies, and their respective officers, employees, directors, contractors and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys’ fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to and use of the App, the Website, the Service and the Content; (b) your violation of these Terms, (c) your violation of any applicable law; or (d) your interaction with any Third Parties through the Service. We will assume the exclusive defense and control of any matter for which you have agreed to indemnify us and you agree to assist and cooperate with us in the defense or settlement of any such matters.

16. English Language

In the event of a conflict between these Terms and a foreign language version of these Terms, the English language version will govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

17. International Use

The App, the Website, and the Service are operated by us in the United States. We do not represent or warrant that the App, the Website, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access and download the App and access the Website or the Service from locations outside the United States do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the App and the Website, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing and downloading the App and the Website is prohibited from territories where the Content is illegal.

You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by the Office of Foreign Assets Control (“OFAC”) or any other Governmental Entity imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against designated countries (“Embargoed Countries”), entities and persons (collectively, “Embargoed Targets”). You represent and warrant that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law. You agree to comply with all Economic Sanctions Laws. Without limiting the generality of the

foregoing, you agree not to (a) directly or indirectly export, re-export, transship or otherwise deliver any products, services, technology or information of any portion thereof to an Embargoed Target or (b) broker or otherwise facilitate any transaction in violation of any Economic Sanctions Laws.

18. Right to Discontinue Services; Termination

We may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the App, the Website, and the Service (or any part thereof) and suspend or terminate your account. Termination may result in the forfeiture and destruction of all information associated with your account. Upon termination, we will automatically redeem for cash all of your points. We may retain your account information after you terminate in accordance with our regulatory, accounting, and legal compliance procedures. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR TERMINATION OF YOUR ACCESS TO THE APP, THE WEBSITE, OR THE SERVICE.** You may cancel your account at any time and cancellation will take effect immediately by emailing us at privacy@okty.app. All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

19. No Legal Advice

Nothing contained in these Terms constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

20. Statute of Limitations

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the App, the Website, the Content, the Service, these Terms and/or the Privacy Policy or the CCPA Privacy Notice must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. BINDING ARBITRATION AGREEMENT AND CLASS WAIVER DISCLOSURE (U.S. USERS ONLY)

Agreement to Arbitration; Class Waiver: You and we agree, except as provided below regarding small claims court proceedings, any dispute, claim or controversy arising out of or relating in any way to the App, the Service and the Content, including, but not limited to, our Privacy Policy and/or our privacy practices generally, these Terms, and this Arbitration Agreement, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. **YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This arbitration provision shall survive termination of these Terms.

Pre-Filing Mediation. In the event of a dispute, prior to initiating arbitration, the party asserting the claim must first send to the other, by overnight courier, a written Notice of Claim (“Notice”). If you are the claimant, the Notice to Us must be addressed to: 110 West 11th Street, Suite 400, Los Angeles, CA 90015 or by emailing privacy@okty.app. If we are the claimant, the Notice must be sent to the address we have on file for you in your Account. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to

negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court, as appropriate.

Additional Arbitration Provisions:

(a) Settlement Offers: During the arbitration, the amount of any settlement offer made by you or Us shall not be disclosed to the arbitrator.

(b) Initiating A Claim: The form required to initiate an arbitration can be printed or downloaded from www.adr.org. Alternatively, you may contact the arbitration administrator by calling 1-213-362-1900 or writing to the American Arbitration Association, 725 S Figueroa Street, Unit 400, Los Angeles, CA 90017.

(c) Fees for Initiating Arbitration: If you are required to pay a filing fee to initiate arbitration, after We receive notice of the initiation of arbitration, We will promptly reimburse you for your payment of the filing fee at the address provided in the Notice, unless your claim is for greater than US\$10,000.

(d) Applicable Rules; Administrator: The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (the “AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-213-362-1900 or writing to the American Arbitration Association, 725 S Figueroa Street, Unit 400, Los Angeles, CA 90017. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement.

(e) Location of Hearing: Unless you and We agree otherwise, any arbitration hearings will take place in New York, New York. If your claim is for US\$10,000 or less, we agree you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) **Class Waiver: YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and We agree otherwise, the arbitrator may **not** consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by any individual, then the entirety of the arbitration provision set forth herein shall be null and void.

(g) Injunctive Relief Limitation: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide the relief warranted by that party’s individual claim.

(h) Small Claims Procedure Alternative: Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the claim otherwise qualifies for such a program) as an alternative to proceeding with arbitration.

Opt-Out Provision. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO PRIVACY@OKTY.APP OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THESE TERMS.

22. Miscellaneous

- (a) Reservation of Rights. We reserve all rights not expressly granted by these Terms.
- (b) Material Terms. You acknowledge and agree that the binding arbitration agreement and the class action waiver, as well as warranty disclaimers and liability and remedy limitations in these Terms are material terms of these Terms and that they have been taken into account in the decision by us to provide the App.
- (c) Severability. If any term or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of these Terms.
- (d) Governing Law. This Agreement, and all claims and causes of action in connection with, arising under or relating to the subject matter of these terms and conditions, in the broadest possible way, including tort claims (the “Claims”), shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law principles. To the extent applicable, the parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. The choice of law designated herein shall apply to all factual and legal issues relating to or arising under the contract, and shall survive termination of this Agreement.

Further, except as provided in the paragraph below, you and the Company agree to the jurisdiction of Delaware to resolve any Claims that relate to or arise in connection with the Agreement and that are not subject to mandatory arbitration under Section 23.

If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the App and the Website from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs: If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

- (e) Assignment; Waiver. You may not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. We may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by

the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

(f) **Complete Agreement.** These Terms, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by us, constitute the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the App with respect to the subject matter of these Terms and supersedes all prior agreements and understandings, written or oral. These Terms may not be amended by the Users. These Terms supersede any previous quotations, correspondence, or other communications, written or oral, between you and us. In no event shall we be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside of our reasonable control.

(g) **Electronic Communications.** All information communicated as part of the Service is considered an electronic communication. When you communicate with us through the App, the Website or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled “SUBMIT,” “CONTINUE,” “REGISTER,” “I AGREE” or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.**

23. Questions about Our Terms of Use

If you have any questions or concerns regarding these Terms, you may contact us by e-mail at privacy@okty.app.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.