

## Terms of Service

Please read these Terms of Service (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the SOSBoom Platform, you agree to comply with and be bound by these Terms.

Last Updated: 09/01/2020

Thank you for using SOSBoom!

These Terms constitute a legally binding agreement ("Agreement") between you and SOSBoom (as defined below) governing your access to and use of the SOSBoom website, including any subdomains thereof, and any other websites through which SOSBoom makes its services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "SOSBoom Services"). The Site, Application and SOSBoom Services together are hereinafter collectively referred to as the “SOSBoom Platform”. Our [Policies] and other Policies applicable to your use of the SOSBoom Platform are incorporated by reference into this Agreement.

When these Terms mention “SOSBoom,” “we,” “us,” or “our,” it refers to the SOSBoom company you are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

- [companies and addresses based on location]

Our collection and use of personal information in connection with your access to and use of the SOSBoom Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the SOSBoom Platform ("Payment Services") are provided to you by one or more SOSBoom Payments entities (individually and collectively, as appropriate, "SOSBoom Payments") as set out in the Payments Terms of Service ("Payments Terms")

Service providers alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Services (as defined below). Service providers are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Services they offer. Certain types of Services such as those deemed illegal, illicit or unlawful may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Profile(s) / Listing(s) or Service(s) on SOSBoom, you should always seek legal guidance.

# 1. Scope of SOSBoom Services

1.1 The SOSBoom Platform is an online marketplace that enables registered users (“Members”) and certain third parties who offer services (Members and third parties who offer services are “Service Providers” and the services they offer are “Services”) to publish such Services on the SOSBoom Platform (“Listings”) and to communicate with Members that are seeking to hire Merchants for such Services (Members using Services are “Purchasers”). Services may include the offering of services by third parties sought and/or provided to you, including the offerings of licensed professionals and unlicensed contractors and other workers. The SOSBoom’s role is limited to connecting you with such third parties and is in no other way affiliated with the third parties or responsible for any actions on the part of third parties. As a Member, should you offer your own services or that of your company, you are solely and fully responsible for your actions and indemnify SOSBoom for any conduct directly, indirectly, or otherwise related to or resulting from your conduct.

1.2 As the provider of the SOSBoom Platform, SOSBoom does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Services. Service Providers alone are responsible for their Services. When Members make or accept an offering from a Service Provider, they are entering into a contract directly with each other. SOSBoom is not and does not become a party to or other participant in any contractual relationship between Members, nor is SOSBoom a real estate broker, doctor, lawyer, licensed contractor, insurer, or any other licensed profession. The SOSBoom is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, SOSBoom has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. SOSBoom does not endorse any Member, Listing or Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by SOSBoom about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use other Service Provider Services, accept a service request from a Purchaser, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by SOSBoom of any Service Provider, Listing, or Service.

1.4 If you choose to use the SOSBoom Platform as a Service Provider, your relationship with SOSBoom is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of SOSBoom for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of SOSBoom.

SOSBoom does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Services. You acknowledge and agree that you have complete discretion whether to list Services or otherwise engage in other business or employment activities.

1.5 To promote the SOSBoom Platform and to increase the exposure of Listings to potential Purchasers, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. SOSBoom cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations.

1.6 The SOSBoom Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. SOSBoom is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by SOSBoom of such Third-Party Services.

1.7 Due to the nature of the Internet, SOSBoom cannot guarantee the continuous and uninterrupted availability and accessibility of the SOSBoom Platform. SOSBoom may restrict the availability of the SOSBoom Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the SOSBoom Platform. SOSBoom may improve, enhance and modify the SOSBoom Platform and introduce new SOSBoom Services from time to time.

## 2. Eligibility, Using the SOSBoom Platform, Member Verification

2.1 In order to access and use the SOSBoom Platform or register an SOSBoom Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 SOSBoom may make access to and use of the SOSBoom Platform, or certain areas or features of the SOSBoom Platform, subject to certain conditions or requirements, such as

completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's Service listings and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the SOSBoom Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the SOSBoom Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the SOSBoom Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

### 3. Modification of these Terms

3.1 SOSBoom reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the SOSBoom Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications on our website and/or by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. Upon termination, no refunds for past payments will be made. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the SOSBoom Platform will constitute acceptance of the revised Terms.

### 4. Account Registration

4.1 You must register an account ("SOSBoom Account") to access and use certain features of the SOSBoom Platform, such as publishing or hiring a person based on a Listing. If you are registering an SOSBoom Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4. If available, you can register a SOSBoom Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("SNS Account"). You have the ability to disable the connection between your SOSBoom Account and your SNS Account at any time, by accessing the "Settings" section of the SOSBoom Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your SOSBoom Account and public SOSBoom Account profile page information up-to-date at all times.

4.4 You are responsible for maintaining the confidentiality and security of your SOSBoom Account credentials and may not disclose your credentials to any third party. You must immediately notify SOSBoom if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your SOSBoom Account. You are liable for any and all activities conducted through your SOSBoom Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.5 SOSBoom may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your SOSBoom Account. For example, we may enable Members to link their SOSBoom Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to inquire / pursue / book Listings on behalf of other Members, or we may enable Service Providers to add other Members to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by SOSBoom to ask for your credentials, and you shall not request the credentials of another Member.

## 5. Content

5.1 SOSBoom may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the SOSBoom Platform ("Member Content"); and (ii) access and view Member Content and any content that SOSBoom itself makes available on or through the SOSBoom Platform, including proprietary SOSBoom content and any content licensed or authorized for use by or through SOSBoom from a third party ("SOSBoom Content" and together with Member Content, "Collective Content").

5.2 The SOSBoom Platform, SOSBoom Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the SOSBoom Platform and SOSBoom Content, including all associated intellectual property rights, are the exclusive property of SOSBoom and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any

copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the SOSBoom Platform, SOSBoom Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of SOSBoom used on or in connection with the SOSBoom Platform and SOSBoom Content are trademarks or registered trademarks of SOSBoom in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the SOSBoom Platform, SOSBoom Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the SOSBoom Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SOSBoom or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, SOSBoom grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the SOSBoom Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the SOSBoom Platform, you grant to SOSBoom a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the SOSBoom Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, SOSBoom does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are solely responsible for all Member Content that you make available on or through the SOSBoom Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the SOSBoom Platform or you have all rights, licenses, consents and releases that are necessary to grant to SOSBoom the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or SOSBoom's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third

party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates SOSBoom's Content Policy or any other SOSBoom policy. SOSBoom may, without prior notice, remove or disable access to any Member Content that SOSBoom finds to be in violation of applicable law, these Terms or SOSBoom's then-current Policies or Standards, or otherwise may be harmful or objectionable to SOSBoom, its Members, third parties, or property.

5.8 SOSBoom respects copyright law and expects its Members to do the same. If you believe that any content on the SOSBoom Platform infringes copyrights you own, please notify us in accordance with the DMCA (Digital Millennium Copyright Act)..

## 6. Fees

6.1 SOSBoom may charge fees to Service Providers ("Service Provider Fees") and/or Purchasers ("Purchaser Fees") (collectively, "Service Fees") in consideration for the use of the SOSBoom Platform. More information about when Service Fees apply and how they are calculated can be found on our About page or on an associated checkout page.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Service Provider or Purchaser prior to publishing or booking a Listing. SOSBoom reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to SOSBoom. The applicable Service Fees (including any applicable Taxes) are collected by SOSBoom Payments. SOSBoom Payments will deduct any Service Provider Fees from the Listing Fee before remitting the payout to the Service Provider. Any Purchaser Fees are included in the Total Fees collected by SOSBoom Payments. Except as otherwise provided on the SOSBoom Platform, Service Fees are non-refundable.

## 7. Terms specific for Service Providers

7.1 When creating a Listing through the SOSBoom Platform you must (i) provide complete and accurate information about your Business, (ii) disclose any deficiencies, restrictions and requirements that apply (such as any minimum age, proficiency or fitness requirements for an offering) and (iii) provide any other pertinent information requested by SOSBoom. You are responsible for keeping your Listing information up-to-date at all times.

7.2 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.3 Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Services. SOSBoom reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.4 The placement and ranking of Listings in search results on the SOSBoom Platform may vary and depend on a variety of factors, such as Purchaser search parameters and preferences, Service Provider requirements and the timing of their response. More information about the factors that determine how your Listing appears in search results can be found on our About page.

7.5 SOSBoom recommends that Service Providers obtain appropriate insurance for their Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Purchasers (and the individuals the Purchaser has requested for, if applicable) while using your Service.

7.6 SOSBoom has full control over any keywords / search phrases found within the SOSBoom platform. This control allows SOSBoom to delete/modify them as needed and without notice. SOSBoom may add new keywords or phrases at any time. Any keywords / search phrases recommended by a Purchaser / Service Provider may be considered but are by no means guaranteed to be added to the SOSBoom Platform.

## 8. Terms specific for Purchasers

8.1 Subject to meeting any requirements (such as completing any verification processes) set by SOSBoom and/or the Service Provider, you can inquire / pursue / book a service provider available on the SOSBoom Platform by following the respective process.

8.2 If you book a Service Provider on behalf of additional purchasers, you are required to ensure that every additional purchaser meets any requirements set by the Service Provider, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Service Provider. If you are booking for an additional purchaser who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor.



Minors may only participate in a Service if accompanied by an adult who is responsible for them.

8.3 SOSBoom has full control over any keywords / search phrases found within the SOSBoom platform. This control allows SOSBoom to delete/modify them as needed and without notice. SOSBoom may add new keywords or phrases at any time. Any keywords / search phrases recommended by a Purchaser / Service Provider may be considered but are by no means guaranteed to be added to the SOSBoom Platform.

## 9. Obtaining Services

9.1 You should carefully review the description of any Service you intend to book to ensure you (and any additional purchasers you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Service Provider has specified. At your sole discretion you may want to inform the Service Provider of any medical or physical conditions, or other circumstances that may impact your and any additional purchaser's ability to participate in any Service. In addition, certain laws, like the minimum legal drinking age in the location of the Service, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in a Service.

## 10. Taxes

10.1 As a Service Provider you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("Taxes").

10.2 Tax regulations may require us to collect appropriate Tax information from Service Providers, or to withhold Taxes from payouts to Service Providers, or both. If a Service Provider fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

10.3 You understand that any appropriate governmental agency, department and/or authority ("Tax Authority") where your Service is located may require Taxes to be collected from Purchasers or Service Providers on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Service Providers, a set amount per day, or other variations.

10.4 In certain jurisdictions, SOSBoom may decide in its sole discretion to facilitate collection and remittance of Taxes from or on behalf of Purchasers or Service Providers, in accordance

with these Terms ("Collection and Remittance") if such jurisdiction asserts SOSBoom or Service Providers have an any Tax collection and remittance obligation. I

10.5 You agree that any claim or cause of action relating to 'SOSBooms facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by SOSBoom in connection with facilitation of Collection and Remittance, if any. Purchasers and Service Providers agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by SOSBoom from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

10.6 SOSBoom reserves the right, with prior notice to Service Providers, to cease the Collection and Remittance in any jurisdiction for any reason at which point Service Providers and Purchasers are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

## 11. Prohibited Activities

11.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the SOSBoom Platform. In connection with your use of the SOSBoom Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the SOSBoom Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies SOSBoom endorsement, partnership or otherwise misleads others as to your affiliation with SOSBoom;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the SOSBoom Platform in any way that is inconsistent with SOSBoom's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the SOSBoom Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Service Provider, any Service that you do not yourself own or have permission to make available through the SOSBoom Platform;
- unless SOSBoom explicitly permits otherwise, book any Listing if you will not actually be using the Services yourself;
- contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the the SOSBoom Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;

- use the SOSBoom Platform to request, make or accept a booking independent of the SOSBoom Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the SOSBoom Platform or SOSBoom Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold SOSBoom harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- use, display, mirror or frame the SOSBoom Platform or Collective Content, or any individual element within the SOSBoom Platform, SOSBoom's name, any SOSBoom trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the SOSBoom Platform, without SOSBoom's express written consent;
- dilute, tarnish or otherwise harm the SOSBoom brand in any way, including through unauthorized use of Collective Content, registering and/or using SOSBoom or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to SOSBoom domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the SOSBoom Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by SOSBoom or any of SOSBoom's providers or any other third party to protect the SOSBoom Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the SOSBoom Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the SOSBoom Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

11.2 You acknowledge that SOSBoom has no obligation to monitor the access to or use of the SOSBoom Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the SOSBoom Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist SOSBoom in good faith, and to provide SOSBoom with such information and take

such actions as may be reasonably requested by SOSBoom with respect to any investigation undertaken by SOSBoom or a representative of SOSBoom regarding the use or abuse of the SOSBoom Platform.

11.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to SOSBoom by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## 12. Term and Termination, Suspension and other Measures

12.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or SOSBoom terminate the Agreement in accordance with this provision.

12.2 Without limiting our rights specified below, SOSBoom may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

12.3 SOSBoom may immediately, without notice, terminate this Agreement and/or stop providing access to the SOSBoom Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) SOSBoom believes in good faith that such action is reasonably necessary to protect the personal safety or property of SOSBoom, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

12.4 In addition, SOSBoom may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the SOSBoom Account registration, Listing process or thereafter, (iv) you and/or your Listings or Services at any time fail to meet any applicable quality or eligibility criteria, (v) SOSBoom otherwise becomes aware of or has received complaints about your performance or conduct, or (vi) SOSBoom believes in good faith that such action is reasonably necessary to protect the personal safety or property of SOSBoom, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, or other Member Content;
- limit your access to or use of the SOSBoom Platform;

- temporarily or permanently revoke any special status associated with your SOSBoom Account;
- temporarily or in case of severe or repeated offenses permanently suspend your SOSBoom Account and stop providing access to the SOSBoom Platform.
- In case of non-material breaches and where appropriate, you will be given notice of any intended measure by SOSBoom and an opportunity to resolve the issue to SOSBoom's reasonable satisfaction.

12.5 When this Agreement has been terminated, you are not entitled to a restoration of your SOSBoom Account or any of your Member Content. If your access to or use of the SOSBoom Platform has been limited or your SOSBoom Account has been suspended or this Agreement has been terminated by us, you may not register a new SOSBoom Account or access and use the SOSBoom Platform through an SOSBoom Account of another Member.

12.6 Sections 5 and 14 to 19 of these Terms shall survive any termination or expiration of this Agreement.

## 13. Disclaimers

If you choose to use the SOSBoom Platform or Collective Content, you do so voluntarily and at your sole risk. The SOSBoom Platform and Collective Content is provided “as is”, without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the SOSBoom Services, laws, rules, or regulations that may be applicable to your Listings and/or Services you are receiving and that you are not relying upon any statement of law or fact made by SOSBoom relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that some Services or the Group Payment Service may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Services. You assume full responsibility for the choices you make before, during and after your participation in a Service or the Group Payment Service. If you are bringing a minor as an additional purchaser, you are solely responsible for the supervision of that minor throughout the duration of your Service and to the maximum extent permitted by law, you agree to release and hold harmless SOSBoom from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Service or in any way related to your Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## 14. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the SOSBoom Platform and Collective Content, your publishing or booking of any Listing via the SOSBoom Platform, your participation in any Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither SOSBoom nor any other party involved in creating, producing, or delivering the SOSBoom Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the SOSBoom Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the SOSBoom Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not SOSBoom has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Service Providers pursuant to these Terms or an approved payment request under the SOSBoom Service Provider Guarantee, in no event will SOSBoom's aggregate liability arising out of or in connection with these Terms and your use of the SOSBoom Platform including, but not limited to, from your publishing or booking of any Listings via the SOSBoom Platform, or from the use of or inability to use the SOSBoom Platform or Collective Content and in connection with any Service, the Group Payment Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the SOSBoom Platform as a Purchaser in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Service Provider, the amounts paid by SOSBoom to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between SOSBoom and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect SOSBoom's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## 15. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at SOSBoom's option), indemnify, and hold SOSBoom and its affiliates and subsidiaries, including but not limited to, SOSBoom Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the SOSBoom Platform or any SOSBoom Services, (iii) your interaction with any Member, stay at an Accommodation, participation in a Service, participation in the Group Payment Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) SOSBoom's Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

## 16. Dispute Resolution and Arbitration Agreement

16.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against SOSBoom in the United States (to the extent not in conflict with Section 19).

16.2 Overview of Dispute Resolution Process. SOSBoom is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 16.1 applies: (1) an informal negotiation directly with SOSBoom's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 16 and except as provided in Section 16.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

16.3 Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and SOSBoom each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact SOSBoom's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

16.4 Agreement to Arbitrate. You and SOSBoom mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the SOSBoom Platform, the Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and SOSBoom agree that the arbitrator will decide that issue.

16.5 Exceptions to Arbitration Agreement. You and SOSBoom each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

16.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

16.7 Modification to AAA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, SOSBoom agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in New Jersey; (c) in any other location to which you and SOSBoom both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

16.8 Modification of AAA Rules - Attorney's Fees and Costs. You and SOSBoom agree that SOSBoom will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for



the purpose of harassment, SOSBoom agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

16.9 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

16.10 Jury Trial Waiver. You and SOSBoom acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

16.11 No Class Actions or Representative Proceedings. You and SOSBoom acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and SOSBoom both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 16.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 16.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and SOSBoom agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

16.12 Severability. Except as provided in Section 16.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

16.13 Changes. Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if SOSBoom changes this Section 16 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of SOSBoom's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and SOSBoom (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and SOSBoom.

16.14 Survival. Except as provided in Section 16.12 and subject to Section 16.8, this Section 16 will survive any termination of these Terms and will continue to apply even if you stop using the SOSBoom Platform or terminate your SOSBoom Account.

## 17. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the SOSBoom Platform (“Feedback”). You may submit Feedback by emailing us, through the “Contact” section of the SOSBoom Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 18. Applicable Law and Jurisdiction

If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of New Jersey and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 16 must be brought in state or federal court in New Jersey, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in New Jersey.

## 19. General Provisions

19.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between SOSBoom and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between SOSBoom and you in relation to the access to and use of the SOSBoom Platform.

19.2 No joint venture, partnership, employment, or agency relationship exists between you and SOSBoom as a result of this Agreement or your use of the SOSBoom Platform.

19.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

19.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

19.5 SOSBoom's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

19.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without SOSBoom's prior written consent. SOSBoom may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

19.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by SOSBoom via email, SOSBoom Platform notification, or messaging service (including SMS and WeChat).

19.8 If you have any questions about these Terms please email us.