

SIPTRAIL TERMS AND CONDITIONS

1. YOUR RIGHTS AND OBLIGATIONS

(a) **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

(b) **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS [OR CLASS ACTIONS.**

(c) **BY USING THIS APPLICATION, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

(d) **YOU MAY NOT USE THIS APPLICATION IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF AT LEAST 21 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS APP'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

(e) **YOU ACKNOWLEDGE THAT THIS APPLICATION IS TO BE USED FOR ENTERTAINMENT PURPOSES. YOU WILL KNOW YOUR LIMITS AND TOLERANCE FOR CONSUMPTION OF BEVERAGES AND WILL DO SO ONLY IN MODERATION.**

(f) These terms and conditions (these "**Terms**") apply to the use of Siptrail (the "**App**"). These Terms are subject to change by Siptrail LLC (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be found on the App, and you should review these Terms before using the App. Your continued use of this App after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

(g) These Terms are an integral part of the use of our App. You should also carefully review our Privacy Policy before placing use of the App.

2. Order Acceptance and Cancellation. You agree that your subscription is an offer to buy a temporary, renewable license, under these Terms. All subscriptions must be

accepted by us or we will not be obligated to grant you the license. We may choose not to accept any orders in our sole discretion. Once you purchase a subscription, said subscription shall automatically renew on a monthly basis. You have the option to cancel your order at least 24 hours before the end of that month's term, otherwise, your subscription shall renew for the subsequent month. Renewal and cancellation options shall be managed through the settings through your Apple ID settings.

3. Prices and Payment Terms.

(a) All prices posted on this App are subject to change without notice. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept valid methods of payment through Apple's App Store for all purchases. Billing and refund requests will be handled through Apple's App Store, and not through us.

4. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) All uses on this App of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license. Each product and service marketed on this App is made available solely for license, not sale, to you and other prospective customers under the terms, conditions, and restrictions of the license agreement.

(b) You will comply with all terms and conditions of the specific license agreement you obtain through this App, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services.

(c) You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.

(d) Siptrail LLC is and will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on this App and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks, and other intellectual property rights, subject only to the limited license granted under the product's or service's

license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this App, or of any intellectual property rights relating to those products or services.

5. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the App.

6. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

7. Dispute Resolution and Binding Arbitration.

(a) YOU AND SIPTRAIL LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 7. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR SIPTRAIL LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

8. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 8 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

9. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Siptrail LLC.

10. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

11. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the App. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: support@siptrailapp.com. We may update the facsimile number or address for notices to us by posting a notice on the App. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

12. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

13. Notices. This Agreement is entered into solely between you and Siptrail, and not with Apple Inc. ("Apple"). Siptrail, and not Apple, is solely responsible for the App and its content.

14. Support. Siptrail is solely responsible for providing any maintenance and support services with respect to the App, as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance or support services for the App.

15. Warranties. Siptrail is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed under this Agreement. Apple has no responsibility for the App or for any warranty obligations relating to the App.

16. Claims. Siptrail, and not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and use of the App, including without limitation: (a) product liability claims; (b) claims that the App fails to conform to any applicable legal or regulatory requirement; (c) consumer protection, privacy, or

similar claims; and (d) claims that the App infringes a third party's intellectual property rights.

17. Warranties. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited, restricted, or sanctioned parties.

18. Enforcement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and shall be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

19. Entire Agreement. These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.