

# TAP

## Terms of Service (U.S. Users)

Last updated: 19 June, 2024

Tap Americas LLC and its affiliates (“TAP,” “we,” “us,” or “our”) provide our services (described below) and related content to you through our website located at <https://www.withtap.com> (the “Website”) and through our mobile application and related technologies (“TAP App”, and collectively, such TAP App and the Website, including any updated or new features, functionality and technology, the “TAP Services”), subject to this Terms of Service agreement (as amended from time to time, this “Agreement”).

### 1 Applicability of These Terms of Service

This Agreement applies to users located in the United States only. If you are a user that is located outside of the United States, your use of the TAP Services is governed by the Generally Applicable Terms available at <https://tqldocs.com/taptc/en/usgen.pdf>.

### 2 Acceptance of These Terms of Service

2.1 By accessing, viewing or otherwise using the TAP Services or Website, or otherwise manifesting your assent to this Agreement, you acknowledge that you have read, understood, and agree to be bound by this Agreement (including the Additional Terms set forth below and incorporated herein). You may register with TAP or use the TAP Services if you, if registering as an Individual, reside in or, if registering as an entity, are organized and operate in, any state, district, or territory in a “Permitted U.S. Jurisdiction.” A current list of Permitted U.S. Jurisdictions, which is incorporated by reference, is available here and is subject to change at any time. If the link above is down, contact us before using the TAP Services.

2.2 If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the TAP Services. You represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. You further represent and warrant that: (a) you are at least 18 years of age, (b) have not previously been suspended or removed from using the TAP Services or services provided by Service Provider, and (c) have all powers and authority necessary to enter this agreement and in doing so will not violate any other agreement to which you are a party.

2.3 TAP may change this Agreement from time to time by providing notice by emailing the email address associated with your TAP Account (as defined below), through the TAP Services user interface, by posting a notice on the Website, or through other reasonable means. You can review the most current version of this Agreement at any time at <https://tqldocs.com/taptc/en/usgen.pdf>. The revised terms and conditions will become as set forth in the applicable notice, and if you use the TAP Services after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this Agreement is not acceptable to you, your only remedy is stop using the Website and TAP Services and terminating your TAP Account.

2.4 Part of the TAP Services are provided by third parties service providers, including providing services through Zero Hash LLC and its affiliates (collectively, “Service Provider”). Therefore, your use of the TAP Services is subject to the terms of Service Provider. Before using the TAP Services, you must review the terms and conditions, privacy policies, or other agreements with such Service Provider, and establish account with Service Provider when prompted to do so. By continuing to use the TAP Services, you agree to be bound by the terms and conditions, privacy policies, or other agreements with Service Provider. You also agree that TAP is authorized to share, as needed and in accordance with our Privacy Policy, information about you with Service Provider. Current terms and conditions and privacy policy of Service Provider can be found at <https://zerohash.zendesk.com/hc/en-us/articles/360009900494-Privacy-Policy> and <https://tqldocs.com/taptc/en/usprivacy.pdf>.

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN AGREEMENT TO ARBITRATE (SEE SECTION 30) AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. AMONG OTHER THINGS, SECTION 30 INCLUDES AN AGREEMENT TO ARBITRATE, WHICH REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST MULTIS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**

### 3 Additional Terms

3.1 In addition, when using certain features through the TAP Services, you will be subject to any additional terms applicable to such features that may be posted on or within the TAP Services from time to time, including terms provided by third party affiliates and Service Provider that we use to offer the TAP Services. All such terms are hereby incorporated by reference into this Agreement, including but not limited to:

- Cookie Policy
- Privacy Policy
- Cryptocurrency Terms
- [Zero Hash and Zero Hash Liquidity Services User Agreement](#)

#### **4 Description of Service**

4.1 TAP offers the following services through the TAP Services:

- Exposure to cryptocurrencies
- The exchange and trading of cryptocurrencies
- TAP Wallet

4.2 Any new features added to or augmenting the TAP Services are also subject to this Agreement.

4.3 TAP reserves the right to modify or discontinue, temporarily or permanently, the TAP Services (or any part thereof) with or without notice. You agree that TAP will not be liable to you or to any third party for any modification, suspension or discontinuance of the TAP Services.

#### **5 No Advice**

5.1 The information on this Website and any information provided in connection with the TAP Services are provided for informational purpose only and do not constitute, and should not be construed as, investment advice or a recommendation to buy, sell, or otherwise transact in any digital asset including any products or services or an invitation, offer or solicitation to engage in any investment activity with respect to any digital asset.

5.2 The information on this Website and any information provided in connection with the TAP Services are provided solely on the basis that you will make your own trading decisions, and TAP does not take account of any person's trading objectives, particular needs, or financial situation. In addition, nothing on this Website or any information provided in connection with the TAP Services shall, or is intended to, constitute financial, legal, accounting or tax advice. It is strongly recommended that you seek professional advice before making any investment decision. Any decision that you make should be based on an assessment of your risks in consultation with your financial adviser.

5.3 The digital assets about which information is provided on the Website and any information provided in connection with the TAP Services are not viewed by the issuer or sponsor of any such digital assets, or those buying or selling the digital asset, as securities under U.S. laws or relevant applicable laws. As a result it is unlikely that fulsome disclosures from the issuer or sponsor, or any executive officer associated with the digital asset or related protocol have been provided, and others may have better or more information than the information made available to you via the Site, any information provided in connection with the TAP Services or to which you may independently have access. TAP does not offer securities services.

5.4 There are risks associated with purchasing and holding digital assets. Loss of the full amount of the purchase price is possible. Volatility is highly likely, and some of the protocols and platforms may fail entirely due to forking, flaws in the code, hacking or other malicious attacks.

5.5 You understand and acknowledge that your TAP Account is self-directed, you are solely responsible for any and all orders placed through your TAP Account, and all action by you are unsolicited and based on your own trading decisions. You further understand and acknowledge that under no circumstances will your use of the TAP Services be deemed to create a fiduciary relationship or a relationship that includes the provision or tendering of investment advice.

5.6 THE ABOVE TERMS AND ANY ADDITIONAL DISCLAIMERS PROVIDED FOR HEREIN DO NOT REPRESENT A COMPLETE STATEMENT OF RISK FACTORS ASSOCIATED WITH THE DIGITAL ASSETS OR PRODUCTS THAT MAY BE VIEWED OR TRACKED ON THIS WEBSITE OR THAT MAY BE FEATURED OR DISCUSSED IN CONNECTION WITH THE TAP SERVICES. YOU SHOULD CONSIDER THESE RISK WARNINGS CAREFULLY AND TAKE APPROPRIATE ADVICE BEFORE TAKING ANY DECISION TO PURCHASE OR TRADE A DIGITAL ASSET.

#### **6 Registration Process**

- 6.1 You may be required to register with TAP or provide information about yourself or the entity you are registering for (e.g., name and email address) to create an account with TAP (a “**TAP Account**”) in order to access and use certain features of the TAP Services. Such information may also include documentation, such as copies of your government-issued photo identification (for example, your passport, driver’s license, or military identification card), account statements, and other documents as we may require. Information collected by TAP may be retained by us at our discretion and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with applicable laws. You authorize us to share information about you with Service Provider for the purpose of providing the TAP Services.
- 6.2 If you are under 18 years of age, you are not authorized to use the Service, with or without registering.
- 6.3 If you choose to register for the TAP Services, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the registration, identification, and/or verification processes, or as may otherwise be the case. You further represent and warrant that any cryptocurrency deposited by you in your TAP Account is your rightful possession and that any such cryptocurrency is from a legitimate source.
- 6.4 Registration data and certain other information about you are governed by our [Privacy Policy](#).
- 6.5 TAP may require additional information from you for the purposes of verification. You agree to cooperate with all requests made by TAP or any Service Provider on our behalf in connection with your TAP Account, to identify or authenticate your identity or validate your funding sources, proof of control of your cryptocurrency private address, or any transaction you enter into within the TAP App or in any way associated with the TAP Services (“**TAP Transaction**”). This may include, but shall not be limited to, asking you for further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or verifying your information against third party databases or through other sources.
- 6.6 We reserve the right to immediately close, suspend, or limit access to your TAP Account and/or the TAP Services in the event we are unable to obtain and verify such information or you do not comply with our reasonable requests.
- 6.7 We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By entering into this Agreement, you confirm that you consent to us or a third party on our behalf carrying out such verifications.
- 6.8 You shall ensure the information on your TAP Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. A TAP Transaction limit may be set on your TAP Account, or if already set may be adjusted, while we verify your identity. We shall not be liable for any losses arising out of your failure to maintain up to date information.

## 7 Security

- 7.1 It is your sole responsibility to protect access to your TAP Account. You are fully responsible for any and all activities that occur under your password or TAP Account. While we may assist you, if it is reasonable, in restoring access to your TAP Account, TAP is not obliged in any way to restore any access to a TAP Account in any event, including in the case of theft or any loss of control of the means of access to the TAP Account. You agree that TAP is not liable for any damage or losses that are a result of such theft or arising from your failure to comply with this Agreement, or any loss of control of your TAP Account other than through the fault or negligence of TAP.
- 7.2 You agree to keep any passwords, PIN codes and all TAP Account access codes and information strictly confidential. TAP shall in no way be liable for access to or use of your TAP Account due to any disclosure of such access information by you or subsequently by any other person to whom you provided such information.
- 7.3 For the avoidance of doubt, protecting your TAP Account and any access information with regards to the same includes, but is not limited to:
  - 7.3.1 logging out of your TAP Account every time you are not using it;
  - 7.3.2 keeping any device you use to gain access to your TAP Account safe and secure and locked with a secure password or other security mechanism and ensuring e-mail account(s) you use to communicate with us are also secure and only accessed by you;
  - 7.3.3 not writing down or telling anyone your TAP Account access information;
  - 7.3.4 changing your TAP Account access information regularly;
  - 7.3.5 if you receive any SMSs, emails, questionnaires, surveys, or other links that require you to provide your TAP Account access information, not providing your information and contacting us immediately at [support@tap.global]; and

- 7.3.6 if at any time you think that your TAP Account access information has been lost, stolen or any other person knows said information or anyone has access to your e-mail account or device you use to communicate with us, informing us immediately at [support@tap.global].
- 7.4 TAP may require you to change your TAP Account information and re-verify your background information at our discretion and as a condition to your continued access to and use of your TAP Account and the TAP Services.
- 7.5 TAP Transactions and activity made within the TAP App may be processed by automated methods, and anyone who obtains access credentials to a TAP Account could use it to enter into transactions without your permission. If you notice misuse or unauthorized use of your TAP Account or any other activity that makes you suspicious, you must contact us immediately at [support@tap.global].
- 7.6 The balance in any TAP Account belongs to the person or legal entity which is registered as the respective TAP Account holder. We recognize only the rights of the holder of the TAP Account. You cannot assign or transfer legal ownership of your TAP Account to anyone.

## **8 Closing Your Tap Account**

- 8.1 Your TAP Account will be closed either following a request by you by providing a minimum of one (1) month notice in writing to TAP customer services at [support@tap.global] or closure by TAP due to any other reasons as may arise in accordance with this Agreement and/or applicable law.
- 8.2 You accept that after your TAP Account has been closed, TAP may store personal data about you, your TAP Account and any TAP Interaction for a period of five (5) years or as otherwise required by applicable law.
- 8.3 If your TAP Account holds a balance at the time of its closure, you should transfer your remaining assets held at Service Provider within a reasonable period of time to your external account or wallet, during which your TAP Account will be accessible for the purpose of transferring the remaining balance only. After the expiry of this period you will not be able to access your TAP Account but you may still request any remaining balance be sent to your external account by contacting TAP customer services at [support@tap.global]. If you do not claim your remaining balance for a prolonged period of time, your remaining balance may be escheated to the state you reside in, and you must then obtain your assets from the relevant governmental authority (see Section 33 below). When your TAP Account is closed, any pending instructions will be cancelled.
- 8.4 You may not close your TAP Account to evade an investigation. If you attempt to close your TAP Account while there is an ongoing investigation, TAP may freeze your TAP Account to protect any and all relevant parties, including but not limited to itself, its affiliates or a third party, against any liability.
- 8.5 You will remain liable for any obligations related to your TAP Account even after it is closed.

## **9 Suspension or Termination of Your TAP Account**

- 9.1 TAP has the right to limit, suspend and/or terminate your TAP Account, your access to any TAP Account, and your use of any TAP Services with no prior notice, including in connection to any activity deemed suspicious or fraudulent, or in any way directly or indirectly contrary to this Agreement. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the TAP Services, may be referred to appropriate law enforcement authorities. TAP may also in its sole discretion and at any time discontinue providing the TAP Services, or any part thereof, with or without notice.
- 9.2 If TAP, in its sole discretion, believes that you may have breached the provisions of this Agreement, we may take action to protect ourselves, other TAP Account holders and any third parties. In doing so we may for example contact other TAP Account holders or third parties who may have transacted with you, contact any law enforcement or other relevant agencies and authorities, take legal action against you, and/or restrict your TAP Interaction.
- 9.3 TAP will not be liable for any losses that may occur due to the suspension or termination of your TAP Account. TAP may apply any appropriate sanction if you engage in prohibited activities under this Agreement, including requesting the Financial Partners to freeze any assets held in your TAP Account and make a report to law enforcement and other authorities, and confiscation of any amounts held in your TAP Account should this be required by law or the relevant authorities.
- 10 Where possible, TAP will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

## **11 Fees**

- 11.1 To the extent the TAP Services or any portion thereof is made available for any fee, you agree to pay the amount of fees disclosed to you before you proceed to complete a transaction. For our current fee schedule, see <https://tgldocs.com/tap/en/usfees.html>. You agree to maintain a valid payment method with us and you represent and warrant to TAP that such payment information provided by you is true and that you are authorized to use the

payment method. You will promptly update your account information with TAP of any changes (for example, a change in your billing address or credit card expiration date) that may occur. You also agree that sometimes the fees we charge will be deducted from the amount of digital assets you receive or send through the TAP Services. We reserve the right to change TAP's fees. If TAP does change its fees, TAP will provide notice of the change through the TAP Services user interface, a pop-up notice, email, or through other reasonable means, at TAP's option, at least thirty (30) days before the change is to take effect. Your continued use of the TAP Services after the fee change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the TAP Services, other than taxes based on TAP's net income.

## **12 Payment Processing; Asset Custody**

12.1 To facilitate payment for the TAP Services via bank account, credit card, or debit card, and to provide custody for your cryptocurrency assets, we partner with Service Provider and sometimes other financial institutions. The payment processing and custody services are subject to the terms and conditions and privacy policies of Service Provider and such other financial partners. By using the TAP Services, you agree to be bound by these additional terms and conditions and policies, which, if applicable, will be disclosed to you when you sign up for a TAP Account and before you initiate any transaction. You understand that TAP is not a licensed financial institution and TAP will not take possession of your assets. We do not pay interest on your fiat currency or cryptocurrency balances held in your TAP Account. See additional terms and conditions governing your cryptocurrency transactions in the Cryptocurrency Terms.

## **13 Account Activity**

13.1 You should check your TAP Account regularly, review your transaction receipts promptly, and notify us immediately if you suspect any unauthorized transactions. We will not provide periodic account statement. To the maximum extent permitted by applicable law, you accept and agree that you have full responsibility for all activities that occurs in or through your TAP Account and accept all risks of any unauthorized or authorized access to your TAP Account. We will have no liability to you for or in connection with any unauthorized access to your TAP Account that is not a result of our gross negligence, willful misconduct or fraud. We will also not be liable to you if any loss results from any failure by you to act upon any notice or alert that we send to you.

13.2 In addition, you remain liable under this Agreement, including any Additional Terms with respect to: (i) all liabilities, financial or otherwise, incurred by TAP, a TAP Account-holder, or a third party caused by or arising out of your breach of this Agreement, your use of the TAP Services, and any use of your TAP Account; (ii) all charges and other amounts incurred through the use of your TAP Account at any time, irrespective of termination, suspension or closure; and (iii) complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the TAP App, the Website and/or TAP Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

## **14 Refunds and Cancellations**

14.1 Payments made by you hereunder are final and non-refundable, unless otherwise determined by TAP.

## **15 Cryptocurrency Transaction**

15.1 Transactions involving cryptocurrencies are subject to the TAP Cryptocurrency Terms and Conditions located at <https://tqldocs.com/taptc/en/uscrypto.pdf>

## **16 Return of Balances**

TAP may at its sole discretion suspend or terminate access to a TAP Account indefinitely without prior notice to the TAP Account holder. TAP is not obligated to and may be prevented from disclosing the reasons for such TAP Account limitation(s) by applicable law.

Unless prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency, in terminating your TAP Account, you will be permitted to transfer any remaining funds associated with your TAP Account to your external account. You also authorize us to instruct Service Provider to transfer the assets back to their source.

## **17 Taxation Liabilities**

17.1 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your TAP Transactions, or for collecting, reporting or remitting any taxes arising from any TAP Transactions.

17.2 Unless required to do so by a tax authority with competent jurisdiction over TAP, TAP will not file or report any tax forms or taxable transactions on your behalf. TAP may withhold (or cause to be withheld) the amount of any tax which may be required by law to be withheld by TAP. You further understand and acknowledge that TAP may report



cryptocurrency transactions and the proceeds from cryptocurrency sales to the Internal Revenue Service or other applicable taxing authority to the extent and in a manner in which so required by law, regulations, or regulatory guidance.

17.3 You understand and acknowledge that TAP and Service Provider do not provide tax or legal advice and that receiving tax reporting services, if applicable, hereunder does not constitute any tax or legal advice from TAP. You should conduct your own due diligence and consult your advisors before making any transactions.

## 18 Notice and Communications

18.1 You agree and consent to TAP sending electronic communications in connection with the TAP Services. We will provide communications to you by making them available on the TAP App or by emailing them to you at the primary email address listed in your TAP Account profile (“**Primary Email Address**”). It is your duty to protect the access to this Primary Email Address. You agree that TAP is not liable for any damage or losses that are a result of any unauthorized use or any loss of control of the said Primary Email Address.

18.2 You should and it is your responsibility to ensure that you log onto and regularly review the TAP App, the Website and your Primary Email Address and open and review communications that we deliver to you through those means. You are obligated to review your notices and TAP Transaction history, and to promptly report any questions, apparent errors, or unauthorized TAP Transactions or use of your TAP Account. Failure to contact us in a timely manner in accordance with this Agreement may result in loss of funds and/or important rights.

18.3 We may contact you from time to time to notify you of changes or information regarding your TAP Account. It is your responsibility to ensure you regularly check the TAP App and Primary Email Address and that your contact information stored on your profile in the TAP App is up to date. You may contact us in accordance with these terms via the TAP App or by email via our customer services at [support@tap.global].

18.4 By using the TAP Services and providing us with your telephone numbers, you are consenting to be contacted by TAP, its affiliates or its partners by telephone (on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, email, fax, telephone or any means (each, a “Communication Service”), even if you even if you have opted in to the National Do Not Call List, any state Do Not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Communication Service. You do not have to consent to receive calls or text messages from TAP, its affiliates or its partners in order to use the TAP Services. In the event you no longer wish to receive telephonic or other communications from us, our affiliates or our partners, you agree to notify TAP, its affiliates and its partners directly. In the event you change or deactivate your telephone number or email address, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old telephone number or email address.

18.5 There is no additional charge for telephonic communications, but your carrier’s standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

18.6 By reply to any text, SMS or MMS message you receive from us, you may text “STOP” to cancel such messages from us or “HELP” for customer support information. If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation.

18.7 [You can also invite others to use the TAP Services through the Communication Service by providing the numbers of those you want to invite or by selecting the individuals you want to invite from your contacts list (if you have uploaded one). By asking us to invite others to use the TAP Services, you represent to us that those you invite consent to receive the automated invitation messages and that you are authorized to convey that consent to us.]

## 19 Personal Data

19.1 At TAP, we respect your privacy. For more information please see our [Privacy Policy](#). By using the TAP Services, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

## 20 General Practices Regarding Use and Storage

20.1 You acknowledge that TAP may establish general practices and limits concerning use of the TAP Services, including the maximum period of time that data or other content will be retained by the TAP Services and the maximum storage space that will be allotted on TAP’s or its third-party service providers’ servers on your behalf. You agree that TAP has no responsibility or liability for the deletion or failure to store any data or other content

maintained or uploaded by the TAP Services. You further acknowledge that TAP reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## 21 Distribution Channels

21.1 TAP offers certain software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (“**Distribution Channels**”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. This Agreement is between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

21.2 Apple-Enabled Software. With respect to Mobile Apps that are made available for your use in connection with an Apple-branded product (the “**Apple-Enabled Software**”), in addition to the other terms and conditions set forth in this Agreement, the following terms and conditions apply:

- TAP and you acknowledge that this Agreement is made between TAP and you only, and not with Apple Inc. (“**Apple**”), and that as between TAP and Apple, TAP, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the “Usage Rules” set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple’s Family Sharing or volume purchasing programs.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be TAP’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- TAP and you acknowledge TAP, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between TAP and Apple, TAP, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- 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 or restricted parties.
- If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to TAP as follows:  
support@tap.global  
+14075014523  
2875 S ORANGE AVE, STE 500, #6109 ,ORLANDO, FL 32806
- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- TAP and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries this Agreement with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce

this Agreement against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

21.3 **Google-Sourced Software.** The following applies to any Tap Services you download from the Google Play Store (“**Google-Sourced Software**”): (a) you acknowledge that this Agreement is made between you and TAP only, and not with Google, Inc. (“**Google**”); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) TAP, and not Google, is solely responsible for TAP’s Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or this Agreement; and (f) you acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to TAP’s Google-Sourced Software.

## 22 **Third-Party Services and Websites**

22.1 The TAP Services may host or provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties, including Service Provider (the “**Third-Party Services**”). Additionally, you may enable or log in to the TAP Services via various online Third-Party Services. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our [Privacy Policy](#). For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our [Privacy Policy](#). TAP has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not TAP, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. TAP enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the TAP Services are between you and the third party. TAP will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

## 23 **Intellectual Property**

23.1 You acknowledge and agree that the TAP Services may contain content or features (“**Service Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by TAP, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the TAP Services or the Service Content, in whole or in part, except that the foregoing does not apply to Your Content that you upload to or make available through the TAP Services in accordance with this Agreement. Any use of the TAP Services or the Service Content other than as specifically authorized herein is strictly prohibited.

23.2 The Tap name and logos are trademarks and service marks of TAP (collectively the “**TAP Trademarks**”). Other company, product, and service names and logos used and displayed via the TAP Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to TAP. Nothing in this Agreement or the TAP Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of TAP Trademarks displayed on the TAP Services, without our prior written permission in each instance. All goodwill generated from the use of TAP Trademarks will inure to TAP’s exclusive benefit.

23.3 You hereby authorize TAP and its third-party service providers to derive statistical and usage data relating to your use of the TAP Services (“**Usage Data**”). We may use Usage Data for any purpose in accordance with applicable law and our [Privacy Policy](#).

23.4 Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the TAP Services (“**Submissions**”), provided by you to TAP are non-confidential and TAP will be entitled to the unrestricted use and dissemination of these Submissions for any purpose without acknowledgment, attribution, or compensation to you.

23.5 You acknowledge and agree that TAP may preserve Your Content and may also disclose Your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of TAP, its users, or the public. You understand that the technical processing and transmission of the TAP Services, including Your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.



23.6 Any software that may be made available by TAP in connection with the TAP Services (“**Software**”) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this Agreement, TAP hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the TAP Services, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the TAP Services by any means other than through the interface that is provided by TAP for use in accessing the TAP Services. Any rights not expressly granted herein are reserved and no license or right to use any trademark of TAP or any third party is granted to you in connection with the TAP Services.

#### **24 DISCLAIMER OF WARRANTIES**

24.1 The TAP Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by TAP or by third-party providers, or because of other causes beyond our reasonable control. THE TAP SERVICES, INCLUDING THE WEBSITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE TAP PARTIES (AS DEFINED BELOW) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE TAP PARTIES DO NOT WARRANT THAT THE TAP SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TAP SERVICES, AND NO DATA, INFORMATION OR OTHER CONTENT OR ADVICE OR SERVICES OBTAINED BY YOU FROM TAP OR THROUGH THE TAP SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **25 LIMITATION OF LIABILITY**

25.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE TAP PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE TAP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE TAP SERVICES; (B) DELAYS OR DISRUPTIONS IN THE TAP SERVICES; (C) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED THROUGH THE TAP SERVICES; (D) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE TAP SERVICES; (E) ACTIONS OR INACTIONS OF THIRD PARTIES; (F) SUSPENSION OR OTHER ACTIONS TAKEN WITH RESPECT TO YOUR TAP ACCOUNT; (G) ANY NON-EXECUTION OR DEFECTIVE EXECUTION IN RELATION TO A TAP TRANSACTION THAT WE HAVE MADE IN ACCORDANCE WITH A UNIQUE IDENTIFIER GIVEN TO US BY YOU WHICH PROVES TO BE INCORRECT; (H) ANY LOSSES AS A RESULT OF A REQUIREMENT IMPOSED ON US BY NEW LAWS OR REGULATIONS OR OUR OBLIGATIONS UNDER THE LAWS OF ANY JURISDICTION; (I) UNAUTHORIZED ACCESS TO, DISCLOSURE OF, WRONGFUL OR FRAUDULENT USE OF YOUR TAP CARD, TAP ACCOUNT, TAP APP, PERSONAL DATA, PIN AND PASSWORD TO THE EXTENT NOT ATTRIBUTABLE TO ANY NEGLIGENT OR FRAUDULENT ACTS OR OMISSIONS ON THE PART OF THE TAP PARTIES; (J) OUR ACTING REASONABLY IN ACCORDANCE WITH YOUR INSTRUCTIONS; (K) ANY LOSS SUFFERED BY YOU OR ANY THIRD PARTY DUE TO MATTERS OUTSIDE OUR CONTROL OR WHICH ARISES AS A RESULT OF YOU HAVING ACTED NEGLIGENTLY OR FRAUDULENTLY, EITHER ALONE OR TOGETHER WITH ANY OTHER PERSONS; OR (L) ANY OTHER MATTER RELATING TO THE TAP SERVICES.

25.2 IN NO EVENT WILL THE TAP PARTIES’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TAP IN THE LAST THREE (3) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

25.3 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, THE TAP PARTIES’ LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF YOU ARE A USER FROM NEW JERSEY, THE SECTIONS TITLED “DISCLAIMER OF WARRANTIES”, “LIMITATION OF LIABILITY” AND “INDEMNIFICATION” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY OR ELSEWHERE, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

#### **26 Indemnification**

26.1 To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless TAP, its affiliates, Service Provider, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “**TAP Parties**”) from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, your violation of any rights of another, any of Your Content, or your other access, contribution to, use or misuse of the TAP Services. TAP shall provide notice to you of any such claim, suit or demand. TAP reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Tap's defense of such matter. You may not settle or compromise any claim against the TAP Parties without TAP's written consent. Without limiting the foregoing, TAP reserves the right to avail itself of any and all remedies available to it to recover any amount owed by you to TAP, including when your fiat payment is reversed, refunded, returned or charged back after TAP and Service Provider successfully processed your transaction. To the extent not prohibited by law, you expressly authorize TAP to instruct Service Provider to freeze, withhold or deduct from the cryptocurrency you hold in TAP Account until TAP receives from you such amount owed by you in full. You further authorize TAP to charge or debit any credit card or bank account you provided in your TAP Account. If you revoke such authorization, TAP reserves the right to close your TAP Account.

## **27 Prohibited Activities**

27.1 Subject to the terms and conditions of this Agreement, you may access and use the TAP Services only for lawful purposes. All rights, title and interest in and to the TAP Services and its components will remain with and belong exclusively to TAP. You shall not:

27.2 Register more than one (1) TAP Account, unless explicitly allowed by TAP in writing;

27.3 Register a TAP Account if you have had a previous TAP Account closed by TAP, unless explicitly allowed by TAP in writing;

27.4 Initiate or in any way participate in any attempts to manipulate or in any way subvert the rights or obligations of TAP, any other TAP Account holder or any third party;

27.5 Initiate or in any way participate in any attempts to gain unauthorized access to any part of the Website or any part of the TAP App, or in any way impair the security, functionality or performance of the Website or the TAP App or TAP Services;

27.6 Infringe TAP's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

27.7 Act in a manner that is defamatory, libelous, threatening or harassing in connection with your use of the Tap Service;

27.8 Harass TAP employees, agents, or other TAP Account holders;

27.9 Provide TAP with false, inaccurate or misleading information;

27.10 Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to TAP;

27.11 Use the TAP Services in manners contrary to applicable laws (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the TAP Services or its components;

27.12 Sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the TAP Services (including your TAP Account and any content accessible via your account) available to any third party

27.13 Use the TAP Services to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

27.14 Use the TAP Services obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the TAP Services;

27.15 Use the TAP Services to circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content available on or through the TAP Services, including through the use of virtual private networks;

27.16 Use the TAP Services to engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods; or

27.17 access or use the TAP Services, directly or indirectly, for the purpose of creating a product or service that is competitive with any of our products or services.

27.18 If you are blocked by TAP from accessing the TAP Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP

address or virtual private network). You shall comply with any codes of conduct, policies or other notices TAP provides you or publishes in connection with the TAP Services, and you shall promptly notify TAP if you learn of a security breach related to the TAP Services.

## 28 Commercial Use

28.1 Unless otherwise expressly authorized herein or in the TAP Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, grant access to, resell, transfer, or otherwise use or exploit any portion of the TAP Services for any commercial purpose.

## 29 Special Notice for International Use; Export Controls

29.1.1 TAP is an entity organized in the United States. If you access or use the TAP Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the TAP Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the TAP Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

## 30 Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

30.1 **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and TAP, whether arising out of or relating to this Agreement (including any alleged breach thereof), the TAP Services, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and TAP are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

30.2 **Prohibition of Class and Representative Actions and Non-Individualized Relief.** ***YOU AND TAP AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND TAP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

30.3 **Pre-Arbitration Dispute Resolution.** TAP is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [support@tap.global]. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to TAP should be sent to [2875 S ORANGE AVE, STE 500, #6109, ORLANDO, FL 32806 ] ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If TAP and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or TAP may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by TAP or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or TAP is entitled.

30.4 **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and

other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

30.5 Unless TAP and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, TAP agrees that 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 \$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 will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

30.6 **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either TAP or you under the AAA Rules, TAP and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, TAP will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, TAP will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

30.7 **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

30.8 **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than Section 30.2 above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 30.2 above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Agreement will continue to apply.

31 **Future Changes to Arbitration Agreement.** Notwithstanding any provision in this Agreement to the contrary, TAP agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending TAP written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

## 32 Jurisdiction

32.1 This Agreement shall be governed by the laws of the State of [Florida] without regard to the principles of conflicts of law. With respect to any disputes or claims not subject to arbitration, unless otherwise elected by TAP in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of [Florida] for the purpose of resolving any dispute relating to your access to or use of the TAP Services.

## 33 Unclaimed or Abandoned Property.

33.1 If there are assets remaining in your TAP Account after your TAP Account is closed, or your TAP Account becomes dormant due to inactivity, and TAP is unable to contact you and has no record of your use of the TAP Services for two (2) or more years as determined under relevant state law, applicable law may require TAP and Service Provider to report such assets as unclaimed property within the applicable jurisdiction. If this occurs, TAP will try to locate you at the address shown in our records, but if TAP is unable to locate you, it may be required to deliver any such assets to the applicable state or jurisdiction as unclaimed property, and you must contact the state for the return of such assets.

## 34 Miscellaneous

34.1 This Agreement (together with the terms incorporated by reference herein) constitute the entire agreement between you and TAP governing your access and use of the TAP Services, and supersede any prior agreements between you and TAP with respect to the TAP Services. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. The failure of TAP to exercise

or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the TAP Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Agreement or otherwise grant any third party a legal or equitable interest over your TAP Account without the prior written consent of TAP, but TAP may assign or transfer this Agreement, in whole or in part, without restriction. The section titles in this Agreement are for convenience only and have no legal or contractual effect. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The TAP Services may also provide notices to you of changes to this Agreement or other matters by displaying notices or links to notices generally on the TAP Services. TAP will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond TAP's reasonable control.

### **35 Contact Us**

- 35.1 Please contact us at [support@tap.global 2875 S ORANGE AVE, STE 500, #6109, ORLANDO, FL 32806] to report any violations of this Agreement or to pose any questions regarding this Agreement or the TAP Services
- 35.2 In addition, we take complaints seriously. Should you wish to make a formal complaint about us, the services we provide, or your TAP Account, please refer to our Complaints Policy as found on the Website.