



## TERMS OF SERVICE

### Updated as of March 27, 2024

Supertab, Inc. (“**Supertab**,” “**we**,” “**us**,” and “**our**“) provides our website at [www.supertab.co](http://www.supertab.co), our hosted software platform, integration software and other tools (including APIs), and documentation, and updates to each of them (collectively, the “**Supertab Services**”). These Terms of Service govern your access and use of the Supertab Services. **Please read these Terms of Service carefully.** Your use of the Supertab Services constitutes your assent to these Terms of Service.

By accessing or using any part of the Supertab Services, you, as a Consumer, Merchant, or Distribution Partner (each as defined below and collectively referred to herein as “Users”) agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, you will not have the right to access or use any part of the Supertab Services. You represent that: (a) if you are entering into these Terms of Service on behalf of your employer, or any other entity or person, you are duly authorized by your employer, such other entity or such person to enter into these Terms of Service which will be binding upon both you individually and such employer, other entity or person (and “you” and “your” as used in these Terms of Service shall refer to such employer, entity or person); (b) you are of the legal age to form a binding contract with us; and (c) you are not a person barred from subscribing, using or accessing the Supertab Services under the laws of the United States or other applicable jurisdiction.

#### 1. License to Use and Access the Supertab Services

##### *License to Consumers*

Subject to your compliance with these Term of Use, and solely for so long as you are permitted by Supertab to access and use the Supertab Services, Supertab grants to Consumers a limited, revocable, non-exclusive, non-transferable right and license, for their personal use only, to access and use hosted software platform portion of the Supertab Services.

##### *License to Merchants and Distribution Partners*

Subject to your compliance with these Term of Use, and solely for so long as you are permitted by Supertab to access and use the Supertab Services, Supertab grants to Merchants and Distribution Partners a limited, revocable, non-exclusive, non-transferable right and license: (a) to access the hosted software platform portion of the Supertab Services, (b) to use the integration software and other tools (including APIs) provided by Supertab for the purposes of integrating the hosted software platform portion of the Supertab Services, and (c) to use and reproduce the documentation provided by Supertab in support of the activities under clauses (a) and (b) above.

#### 2. Restrictions

Except as expressly granted in Section 1, you will not access or use the Supertab Services or any components thereof. You will not: (a) create a derivate work based on, modify, adapt or alter Supertab Services; (b) disassemble, de-compile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Supertab Services or any component thereof; and (c) you will not use the Supertab Services or any component thereof to develop a competing service or product.

#### 3. Amendments to These Terms of Service

We reserve the right, in our sole discretion, to change or modify these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision. You can determine when these Terms of Service were last revised by referring to the “Updated” legend at the top of this page. Please return to these Terms of Service to ensure familiarity with the most current version. Your continued access or use of the Supertab Services after any changes to these Terms of



Service have been posted shall constitute your agreement and acceptance of the new Terms of Service. If you do not wish to accept the new Terms of Service, you may discontinue your use of the Supertab Services and close your account with us.

## 4. Privacy Policy and Other Policies

### *Privacy Policy*

Any information that you provide to us or is collected in your use of the Supertab Services is governed by our [Privacy Policy](#). Please read our [Privacy Policy](#) carefully. These Terms of Service incorporate by reference the terms and conditions of our [Privacy Policy](#). You understand and agree that the Supertab Services use the Internet and third party networks which are not secure, and we cannot guarantee that any transmission made by you in using the Supertab Services is or will be secure.

### *Other Policies*

Certain features of the Supertab Services are subject to additional policies. All such additional policies are hereby incorporated by reference into these Terms of Service. In the event of a conflict between any other such policies and these Terms of Service, such other policies will control, but only for the features of the Supertab Services to which they apply.

### *Your Use of User Data*

Merchants and Distribution Partners may obtain certain personal data relating to Consumer arising from use of the Supertab Services ("**User Data**"). Merchants and Distribution Partners shall only use User Data for the purpose of the Supertab Services ("**Permitted Purpose**") and shall not: (i) sell any User Data; (ii) retain, use, share or disclose any User Data for any purpose other than for the Permitted Purposes; (iii) use User Data for profiling, targeting, analytics or data harvesting; (iv) do anything to cause us to be in breach of applicable laws; and/or (v) combine User Data received pursuant to these Terms of Services with personal data (A) received from or on behalf of another person, or (B) collected from Merchants or Distribution Partner's own interaction with any Consumer to whom such User Data pertains, except as and to the extent necessary as a part of the Permitted Purposes.

## 5. Description of the Supertab Services

### *Hosted Software Platform*

The Supertab Services include a hosted software platform that provides the ability for individuals or organizations (collectively "**Merchants**") to allow Supertab to offer access management functions to consumers ("**Consumers**") wishing to access the Merchant's digital content, products or services (the "**Materials**") on websites or applications made available by such Merchants for a fee ("**Materials Fee**"). Access management functions include the option to pay to access Materials, individually or bundled, for a finite period of time or in perpetuity. In cases where access to the Materials is subject to a Materials Fee, the Consumer has the ability to commit to "pay later" by adding Materials Fee from one or more Merchants to a single electronic ledger linked to the Consumer (the "**Tab**") when such transactions might otherwise be difficult or economically unfeasible to complete individually. Merchants may enable the Supertab Services either directly with Supertab or through an integration partner (a "**Distribution Partner**") through such partner's product or service offering. Once the Tab reaches a US \$5.00 threshold or equivalent (which threshold may be increased or decreased from time to time by Supertab in its discretion without notice), or the Tab does not reach the threshold amount within a time period of 12 months (which time period may be increased or decreased from time to time by Supertab in its discretion without notice) or Supertab requests payment from Consumer, Supertab will charge the payment account of the Consumer for the outstanding Tab. Upon charging the payment account of the Consumer, the payment obligation of the Consumer is fulfilled.

Supertab does not operate as a broker, agent, financial institution, or creditor. The Supertab Services include access management services and the aggregation of multiple transactions by allowing a Consumer to make a single payment covering several transactions with one or more Merchants and/or Distribution



Partners. The Supertab Services use a third-party payment processor (“**Payment Service Provider**”) to process payments from Consumers. Currently, Stripe.com is the Payment Service Provider for the Supertab Services. Merchants and Distribution Partners hereby agree to the applicable terms and conditions of such Payment Service Provider, which can be found at [Stripe Services Agreement](#). Supertab reserves the right in its sole and exclusive discretion to change the Payment Service Provider or add additional Payment Service Providers for any transaction relating to the Supertab Services. Supertab is not responsible or liable for the services, actions or omissions of the Payment Service Provider.

#### *Integration Software*

Merchants and Distribution Partners agree, at their own expense, to provide the necessary internet connectivity, platforms and networks required to integrate the hosted software platform of the Supertab Services, which may be affected through using the interface software of the Supertab Services in accordance with our documentation. Merchants may also integrate the hosted software platform of the Supertab Services through their accounts with Distribution Partners. Merchants and Distributions Partners will inform Supertab promptly about any known or suspected defects, malware or other issues that may affect the safety or operation of the Supertab Services, will cooperate with Supertab, and will take all reasonable measures to enable Supertab to diagnose such defects, malware or issues. Merchants and Distribution Partners will be responsible for resolving any defects, malware or issues caused by them or that occur in their own systems. Merchants agree that the accessibility of the Supertab Services when integrated through a Distribution Partner is outside of the control of Supertab, and Supertab is not responsible for any problems, errors, omissions, defects, or damages resulting from action or inaction on the part of the Distribution Partner.

## **6. Materials**

Each Merchant and Distribution Partner agrees that Supertab, providing access management functions to Consumers, is not responsible for the content of the Materials, subject to the Merchants’ and Distribution Partners’ terms and conditions applicable to the use of such Materials.

## **7. Registration**

All Users will be required to register or establish an account with Supertab in order to access and use certain features of the Supertab Services. In registering for an account for the Supertab Services, you agree to provide true, accurate, current and complete information about yourself and to maintain and promptly update information about yourself to keep it true, accurate, current and complete. Users must register using their true identities including, as requested by Supertab, their name (individual or entity), postal address, email address, phone number, and any image or video purporting to depict them. Users may be required to provide certain user authentication information as part of the registration process. Users agree to keep registration information current and up to date. If Supertab or our Payment Service Provider at any time discovers that the information you provided is incorrect or violates any of these Terms of Service or their terms of service, your access to the Supertab Services may be immediately suspended and/or terminated.

## **8. User Account, Password and Security**

Your account with us is for your use only, and not for the use of any other person or entity. You are responsible for maintaining the confidentiality of your access credentials and agree not transfer, share or resell your access to the Supertab Services or your account. You are entirely responsible for any and all activities that occur through your account. You agree to immediately notify Supertab of any unauthorized use of your access credentials or any other breach of security of your account. Supertab will not be liable for any loss or damage arising from your failure to comply with this Section.

## **9. Fees; Payment; Settlement**

#### *Platform Fee*

Unless otherwise agreed in writing, the fees payable by Merchants for access and use of the Supertab Services (“**Platform Fee**”) are as follows:



Six percent (6%) per successful card charge (for the fees paid by Consumers for Materials via the Payment Service Provider) plus Taxes, Processing Fees and Other Fees as defined below.

Supertab reserves the right to modify the Platform Fee from time to time.

#### *Taxes, Processing Fees and Other Fees*

Merchants are responsible for all: (i) applicable international, federal, state and local taxes and other taxes (“**Taxes**”), (ii) refunds and charged back amounts (whether due to a dispute, fraud or otherwise) (“**Refunds**”), and (iii) transaction fees charged by Payment Service Providers or us, including any and all refund and chargeback fees (“**Other Fees**”). Supertab makes no representation as to whether all or any portion of the Materials Fees received by Merchants (and Distribution Partners on behalf of Merchants), or any Platform Fees, Taxes, Refunds or Other Fees are deductible or eligible for tax credits. Supertab will have no liability for any claim by any applicable international, federal, state, local or other tax authority with respect to the characterization on any applicable tax return of any of your transactions. You will provide Supertab with any information required to enable the issuing of an official receipt for amounts paid under these Terms of Service.

#### *Settlement of Fees*

For each calendar month in which the Materials Fees are actually paid by Consumers to Supertab, Supertab will arrange for the Payment Service Provider to forward amounts due to Merchants (which may be forwarded to Distribution Partners on Merchants’ behalf), calculated as follows: the Materials Fee received by Supertab from Consumers, less the Platform Fee, Taxes, Refunds and Other Fees. Supertab will provide a monthly statement of the Materials Fees received and the Platform Fee, Taxes, Refunds and Other Fees deducted therefrom (“**Monthly Statement**”). Payments prior to the due date may be subject to separate agreement between Supertab and Merchants. If payments are made by Consumers in currencies other than the currency that the Merchants and Distribution Partners make the Materials available, Supertab will use a generally available currency conversion rate chosen by Supertab. All conversion rates will appear in the Monthly Statement. When available, Supertab may, at its discretion, offer Merchants and Distribution Partners the option to accept payment in more than one currency.

To the extent that (a) Merchant does not receive funds from the Payment Service Provider based on Material Fees paid by Consumers for the Merchant’s Materials proximate the time of Supertab’s receipt of such Material Fees, and (b) such funds are owed to Merchant pursuant to the terms of this Agreement (“Unpaid Fees”), Merchant shall have a limited period of two (2) years from the date of Payment Service Provider’s receipt of the Material Fees upon which the Unpaid Fees are based to provide notice to Supertab requesting payment of such Unpaid Fees. After the two (2) year period has ended, any and all rights are waived that Merchant may have had to claim or receive such Unpaid Fees from Supertab.

#### *Disputed Amounts*

Merchants and Distribution Partners agree to review each Monthly Statement and will promptly, but in any event within thirty (30) days, notify Supertab in writing of any disputed amounts. If no written notice of disputed amounts is received by Supertab within such 30-day period, then all disputes are waived. Merchants and Distribution Partners will promptly respond to any requests or complaints of Consumers in connection with the Materials and will inform such Consumer that payment processing is carried out by the Supertab Services using a Payment Service Provider.

#### *Risk of Nonpayment*

Merchants and Distribution Partners acknowledge and agree that Consumers may not pay the amounts due, that the Payment Service Provider may not receive a portion or all of the payment due from Consumers, or that a payment may not be made by Consumers, and if payment is made, it may be later charged back due to a dispute, fraud or otherwise (and Other Fees may apply).

## **10. Account Holds; Withdrawals**



### *Account Holds*

From time to time, Supertab may, in its sole discretion, place a hold on a User's account, restricting withdrawals of payments received by a User ("**Withdrawals**"), initiate a reverse ACH transfer, secure reserves, or take similar actions to protect its interests and those of its other Users. Such actions may be taken, for example, if we have reason to believe (in our sole discretion): (a) that information provided by a User is false, misleading, or fraudulent, or that funds are being used in a prohibited manner, (b) that the funds should be provided directly to a person other than a particular User (such as a legal beneficiary or person entitled by law to receive the funds), (c) that a User has violated these Terms of Service, (d) that there may be suspicious or fraudulent transaction activity associated with such funds, or (e) that we are required to do so in order to comply with applicable law or legal process.

### *Withdrawals*

While Supertab strives to make Withdrawals available to Merchants and Distribution Partners in a commercially-reasonable time after receipt from a Consumer, you acknowledge and agree that Withdrawals may not be available to you for use immediately, that Supertab does not guarantee that Withdrawals will be available to you within any specific time frame, and that Supertab expressly disclaims any and all responsibility for any delay or inability to access and use Withdrawals at any specified time, and any consequences arising from such delay or inability. Merchants and Distribution Partners are responsible for ensuring that the information they provide to Supertab in order to process a Withdrawal, including bank account information, is accurate and up to date.

## **11. Representations and Warranties**

Each Merchant represents and warrants the following, and each Distribution Partner, represents and warrants the following on behalf of itself (as applicable) and each Merchant to whom such Distribution Partner makes available the Supertab Services:

- You will promptly provide all information reasonably requested by Supertab in relation to your use of the Supertab Services, including information and documents requested by Supertab to verify your compliance with these Terms of Service.
- All information provided in connection with yourself and your Materials is accurate, complete and not likely to deceive Consumers.
- You have obtained all consents, rights and permissions required by international, federal, state and local laws and regulations in order to provide to us any personal data of Consumers or others.
- Your Materials do not infringe or misappropriate the copyrights, trademarks, trade secrets, patents, other intellectual property rights, privacy rights, publicity rights, or any other rights of any third party.
- You assume the risk of non-payment and acknowledge that Supertab will not be liable for the failure of Consumers or the Payment Service Provider to pay a portion or all of the amounts.

## **12. Suspension, Termination and Changes to the Supertab Services and Your Account.**

Supertab reserves the right in our sole discretion, at any time and from time to time, temporarily or permanently, in whole or in part, to modify, terminate, suspend or discontinue the Supertab Services and/or terminate, suspend or delete your account, with or without notice to you. You agree that (a) Supertab shall not be liable to you or to any third party for any modification, termination, suspension or discontinuance of the Supertab Services, in whole or in part, and (b) your continued use of the Supertab Services after any changes to the Supertab Services have been implemented will be deemed your acceptance of such changes. Upon suspension, termination or deletion of your account, you will no longer have access to the data, information, messages or other features that may have value to you that is associated with your account. Provided that Supertab has not terminated your account due to your violation of these Terms of Service, Supertab will pay the Merchant or Distribution Partner fees payable through the date of termination in accordance with Sections 9 and 10.

## **13. Trademark License**

Each Merchant and Distribution Partner hereby grants Supertab a worldwide, royalty-free, non-exclusive right to use and display the applicable trademarks, service marks, logos and other branding (collectively,



“**Branding**”) owned or controlled by such Merchant and Distribution Partner, during the term of these Terms of Service to list such Merchant and Distribution Partner as a customer or partner of the Supertab Services.

#### **14. Feedback**

We may freely use any comments, suggestions, enhancement requests, recommendations, requests for support or other communications provided by any User, whether directly to us or in forums or comments sections (collectively, “**Feedback**”), and each User hereby grants (and each Distribution Partner hereby grants on behalf of itself and each Merchant to whom such Distribution Partner makes available the Supertab Services) to Supertab a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, fully paid up, sublicenseable (through multiple tiers), transferable, right and license to use, make, have made, offer for sale, sell, license, import, copy, create derivative works of, modify, distribute, perform, transmit, and display and otherwise exploit such Feedback for any and all purposes whatsoever, without restriction and without any requirement to account to you or pay any royalties; and you hereby waive any moral rights associated with such Feedback.

#### **15. Aggregated Data**

Merchants may provide Supertab with data related to the use of the Supertab Services, including information about the Materials (e.g., nature and type), purchase patterns, and other behavioral data of Consumers (“**Usage Data**”). During the term of these Terms of Service, Supertab will have the right to use the Usage Data for the purposes of providing the Supertab Services. During and after the term of these Terms of Service, Supertab has the right to use Aggregated Data (as defined below) for its internal business purposes (such as improvement, enhancement, diagnostic, forecasting, planning and corrective purposes and to further develop the Supertab Services) and to disclose Aggregated Data in Supertab’s public statements and marketing materials describing and/or promoting the Supertab Services. “**Aggregated Data**” means any data or information (including data and information derived from the Usage Data and any other data collected by Supertab) that: (a) has been anonymized, (b) does not identify an individual and cannot be used to identify an individual, and (c) is not attributable to Merchant, a Distribution Partner or a Consumer. Aggregated Data may be combined with other data.

#### **16. Intellectual Property Rights**

##### *Ownership by Users*

Subject to the rights and licenses you granted to Supertab, as between Users and Supertab: (a) Merchants will own and retain own and retain all right, title and interest (including all intellectual property rights) in and to the Materials and their Branding and (b) Distribution Partners will own and retain all right, title and interest (including all intellectual property rights) in and to their systems and their Branding.

##### *Ownership by Supertab*

Supertab will own and retain all right, title and interest (including all intellectual property rights) in and to the Supertab Services (including each component thereof) and its Branding. All Branding appearing within the Supertab Services not owned by Supertab are the property of their respective owners and may not be used without their permission. Unless expressly granted to you in these Terms of Service, Supertab and its licensors reserve and retain all rights (including all intellectual property rights related thereto) related to the Supertab Branding, the Supertab Services and all components thereof.

#### **17. Compliance with Applicable Law; Export Controls**

In accessing and using the Supertab Services, you agree to comply with all applicable international, federal, state and local laws and regulations, including (a) relating to your use, processing, disclosure and storage of any personal data, and (b) export and import laws, regulations, orders or other restrictions administered by the United States Commerce Department's Bureau of Export Administration, the United States Department of Treasury's Office of Foreign Assets Control or any other applicable government agency of the United States or other countries.



## **18. Indemnity**

You agree to defend, indemnify and hold harmless Supertab and its affiliates and their officers, employees, directors and agents from and against any and all claims, actions, losses, damages, fines, costs and expenses (including litigation costs) arising out of or relating to your use of the Supertab Services or any violation of these Terms of Service. You agree that Supertab has the right to conduct its own defense of any claims at its own discretion, and that you will indemnify Supertab for all costs of such defense (including reasonable attorneys' fees.)

## **19. Disclaimer of Warranties**

YOUR USE OF THE SUPERTAB SERVICES IS AT YOUR SOLE RISK. THE SUPERTAB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPERTAB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SUPERTAB DOES NOT WARRANT THAT (A) THE SUPERTAB SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SUPERTAB SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) ANY ERRORS OR MALFUNCTIONS IN THE SUPERTAB SERVICES WILL BE CORRECTED.

## **20. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUPERTAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUPERTAB WILL NOT BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) DAMAGES FOR LOSS OF PROFITS, (C) DAMAGES FOR LOSS OF GOODWILL, (D) DAMAGES FOR LOSS OF USE, (E) LOSS OR CORRUPTION OF DATA, OR (F) OTHER INTANGIBLE LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF SERVICES, IN NO EVENT WILL SUPERTAB'S AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE OR WITH RESPECT TO THE SUPERTAB SERVICES, WHETHER BASED ON NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY, AND REGARDLESS OF THE NUMBER OF CLAIMS MADE, EXCEED THE TOTAL PLATFORM FEES PAID BY YOU TO SUPERTAB DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY ARISES, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATIONS, WHICH MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SUPERTAB SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SUPERTAB SERVICES.

## **21. Term and Termination**

These Terms of Service are effective on the date you use or access any portion of the Supertab Services until it is terminated by you or Supertab. Supertab, in its sole discretion, may terminate these Terms of Service and your access to the Supertab Services at any time and for any reason, with or without notice. You may terminate these Terms of Services at any time and for any reason, by ceasing to access or use the Supertab Services (and any components thereof). Upon any termination of these Terms of Service, your right to access or use the Supertab Services (and any components thereof) will immediately cease and terminate. Supertab will not be liable to you or any third party for any termination of these Terms of Service, whether by you or Supertab. Upon any termination of these Terms of Service, Sections 2, 6, 8, 9, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24 and 25 shall survive.

## **22. Third Party Resources**

The Supertab Services may provide or facilitate links, tools, widgets or other features that allow Users to access third party sites, content, products and services (collectively, "Third Party Resources"), which are subject to the terms and conditions applicable to such Third Party Resources. Supertab has no control over



and does not endorse such Third Party Resources or the third parties providing such Third Party Resources. Supertab will not be responsible or liable for such Third Party Resources.

### **23. User Disputes**

You agree that you are solely responsible for your interactions with any other User in connection with the Supertab Services and Supertab will have no liability or responsibility with respect thereto. Supertab reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User relating to the Supertab Services.

### **24. General**

#### *Entire Agreement; Amendment; Waiver*

These Terms of Service constitute the entire agreement between you and Supertab and govern your use of the Supertab Services, superseding any prior agreements between you and Supertab with respect to the subject matter of these Terms of Service. No amendment or waiver of these Terms of Service will be binding unless set forth in a writing expressly identifying these Terms of Service and signed by you and an officer of Supertab.

#### *Governing Law*

These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. These Terms of Service will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded.

#### *Disputes; Venue; Class Action Waiver*

In the event a dispute arises from these Terms of Service or the Supertab Services, which may include the interpretation, construction, coverage, scope, performance, non-performance, breach, termination, validity or enforceability of these Terms of Service (“**Dispute**”), you and Supertab will make bona fide efforts to settle such Dispute amicably by good faith consultation and discussions. If you and Supertab are unable to resolve such Dispute after good faith consultation and discussions for thirty (30) days, such Dispute shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, in the State of New York (except that either a party may seek injunctive relief in any court of competent jurisdiction), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. The parties agree that any Disputes will be adjudicated on an individual basis, and each waives the right to participate in a class, collective, PAGA or other joint action with respect to any claims arising from these Terms of Service or the Supertab Services.

#### *Severability*

If any provision of these Terms of Service is found by a court of competent jurisdiction to be (or are otherwise) 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 these Terms of Service remain in full force and effect.

#### *Claims*

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 Service or these Terms of Service must be filed within one (1) year after such the date of the event or fact giving rise to the claim or you hereby waive the right to pursue a claim against Supertab based upon such event or fact.

#### *No Third Party Beneficiaries*

Nothing in these Terms of Service will be construed to confer upon any third party other than the parties hereto any third-party beneficiary right of action whatsoever.

#### *Assignment*





You may not assign these Terms of Service without the prior written consent of Supertab. Supertab may freely assign or transfer these Terms of Service, in whole or in part, without restriction. Supertab may, at any time, assign our rights or delegate our obligations hereunder without notice to you in connection with a merger, acquisition, reorganization or sale of equity or assets, or by operation of law or otherwise.

#### *English Language; Headings*

Only the most current English language version of these Terms of Service is binding. In the event of inconsistency or discrepancy between the English language version and any other language version of these Terms of Service, the most current English language version shall control and prevail. The headings in these Terms of Service are for convenience only and have no legal or contractual effect.

#### *Notices*

Supertab may send you notices and information regarding the Supertab Services via email to the most current email address in your account. The Supertab Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Supertab Services. You agree that such notice will be deemed sufficient notice and you waive any rights to assert failure of notice.

#### *Force Majeure*

Supertab shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, internet outages, riots, embargos, acts of civil or military authorities, fire, floods, epidemics, pandemics, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

## **25. Records**

During the term of these Terms of Services and for a period of one (1) year thereafter, you agree to maintain records and documents related to your performance under this Agreement, including transactions made through the Supertab Services, as necessary for Supertab to verify your compliance with these Terms of Service and in connection with any audits or investigations. Within ten (10) days after request by Supertab, you will make such records available to Supertab or its designee for its inspection and review.

## **26. Code of Conduct**

In accessing and using the Supertab Services, you agree to abide by the following rules, restrictions and limitations:

- You will not use or access the Supertab Services except and only through your own account using your own access credentials.
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices.
- You will not engage in or use any data mining, spiders, robots, harvesting, scraping or similar data gathering or extraction methods. If you are blocked by Supertab from accessing the Supertab 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).
- You will not use the Supertab Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Supertab Services or otherwise interfere with other Users' use of the Supertab Services.
- You will not interfere with or circumvent any security feature of the Supertab Services or any feature that restricts or enforces limitations on the use of, or access to, the Supertab Services.
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Supertab Services.



- You will not defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse another User or other third party or violate any rights of another User or other third party.
- You will not impersonate another person or party.
- You will not discriminate against any person based on such person's age, color, race, national origin, ethnicity gender identity, sexual preference or disability.
- You will not engage in activity that is unlawful, fraudulent, misleading, inaccurate or dishonest or that Supertab deems, in its sole discretion, is objectionable.
- You will not engage in any transactions that you know or suspect to be erroneous or fraudulent.
- Your Materials will not include unlawful, hateful, racist, libelous, defamatory, profane, obscene, pornographic or infringing materials or content.
- Your Materials will not offer content, products or services which are prohibited to be sold, offered for sale, or distributed under applicable law, including the laws of your country if you live outside of the United States.
- Your Materials will not offer securities, annuities, investments, loans, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), pyramid schemes, get rich quick schemes, network marketing and referral marketing programs, debt collection or crypto-currencies.
- Your Materials will not offer gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to raffles, casino games, sports betting, fantasy sports, horse or greyhound racing, lottery tickets, raffle tickets, auctions and other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery), promotions involving monetary rewards, including gift cards, or sweepstakes.
- Your Materials will not offer drugs, alcohol, narcotics, steroids, controlled substances or pharmaceuticals.
- Your Materials will not offer knives, explosives, ammunition, firearms, or other weaponry or accessories.
- Your Materials will not offer money transfer transactions or foreign exchange trading, including option contracts, prepaid services and crowdfunding.
- Your Materials will not promote terrorism, extremism or violence.
- You will not disparage Supertab or the Supertab Services.

## **27. Contact Us.**

If you have an account with Supertab, you may contact us through your account. You may also contact us regarding these Terms of Service at [support@supertab.co](mailto:support@supertab.co). Please note that e-mail communications will not necessarily be secure; accordingly you should not include sensitive information in your e-mail correspondence with us. Before responding to any requests or questions, we may need to authenticate your identity.



**Annex Additional Terms for Consumers with Habitual Residence in the European Union (“EU Consumers”)**

**1. Withdrawal Right for EU Consumers**

**Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without stating any reasons.

The withdrawal period is fourteen days from the day of conclusion of the contract.

In order to exercise your right of withdrawal, you must notify us (Supertab, Inc., 4th Floor, 450 Lexington Ave, New York, NY 10017, USA, E-Mail: [help@supertab.co](mailto:help@supertab.co)) by an unequivocal statement (e.g. a letter sent by post or e-mail) of your decision to withdraw from the contract.

To comply with the withdrawal period, it is sufficient to send the notice of the exercise of the right of withdrawal before the end of the withdrawal period.

**Consequences of Withdrawal**

If you withdraw from this contract, we must reimburse all payments that we have received from you, including the costs of delivery (with the exception of the additional costs incurred as a result of you choosing a delivery other than the cheapest standard delivery offered method offered by us), immediately and at the latest within fourteen days of the day we receive your notice of withdrawal from this contract. For this refund we will use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you, and in no case will you be charged for this refund.

**Model Withdrawal Form**

(If you wish to withdraw from the contract, please complete and return this form).

To Supertab, Inc., 4th Floor, 450 Lexington Ave, New York, NY 10017, USA, E-Mail: [help@supertab.co](mailto:help@supertab.co)

I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in the case of notification on paper)

Date

\_\_\_\_\_

(\*) Delete as appropriate.



### **Exception to the Right of Withdrawal:**

The statutory right to withdrawal lapses in the case of contracts regarding the supply of digital content which is not supplied on a tangible medium if you expressly accepted before your order has been executed and at the same time confirmed that we could start to deliver access for the digital content, and that you could not cancel it once delivery had started.

## **2. Liability**

Supertab is liable to the EU Consumer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

In other cases, Supertab shall only be liable in the event of a breach of a contractual obligation, for the foreseeable losses. Supertab is not liable for any unforeseeable losses. Unforeseeable losses are losses that are unexpected, and it was not obvious that they would arise, and there was nothing you said to us before entering these terms that meant that we should have expected them to arise.

Liability for damages arising from injury to life, body or health shall remain unaffected by the above limitations and exclusions of liability.

## **3. Right of Complaint and Alternative Dispute Resolution**

EU Consumers can contact Supertab directly at [help@supertab.co](mailto:help@supertab.co) in case of complaints.

The European Commission has launched an online dispute resolution platform. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information can be found at the following link: <http://ec.europa.eu/consumers/odr>.

Supertab is neither willing nor obliged to participate in any dispute resolution procedure before a consumer arbitration board.

Effective Date: March 27, 2024.