

Espresa, Inc.

Terms of Use Agreement

Welcome to espresa.com, the website and online service of Espresa, Inc. (“Espresa,” “we,” “our” or “us”). This Terms of Use Agreement (the “Agreement”) explains the terms by which you may use our online services, mobile services, website, software, and other services provided on or in connection with the services we provide (collectively the “Service”).

The Service consists of access to our websites (including www.espresa.com) and the platform contained therein in which we make certain products and services (“Offerings”) offered by a wide range of participating service providers and vendors (“Providers”) available to you.

By accessing or using the Service, or by clicking “I Agree”, or otherwise affirmatively indicating your intent to be bound by these terms and conditions, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement and to the collection and use of your information as set forth in the Espresa Privacy Policy www.espresa.com/privacy, whether or not you are a registered user of our Service.

This Agreement applies to all visitors, users, and others who access the Service, whether on behalf of a company or on their own individual behalf, including but not limited to: (i) employers themselves; and (ii) individuals using any aspect of the Service (collectively, “Users”). Espresa has different roles with respect to different types of Users and “you” as used in this Agreement will apply to the appropriate type of User under the circumstances.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

A. Eligibility

This is a contract between you and Espresa. You must read and agree to these terms before using the Service, and if you do not agree, you may not use the Service. You may use the Service only if you have the capacity to form a binding contract with Espresa, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

The products and services described on the Service are only available for persons in those jurisdictions in which they may legally be sold. Nothing on the Service shall be considered a solicitation to buy or an offer to sell anything to any person in any jurisdiction in which such offer, solicitation, purchase, or sale would be unlawful.

Any use of or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement.

B. License for Espresso Service

Subject to the terms and conditions of this Agreement, Espresso grants you a non-exclusive, limited, non-transferable, freely revocable license to use the Service solely as permitted by the features of the Service we provide to you on a User-by-User basis. We reserve all rights not expressly granted in the Service and the Espresso Content (as defined below). We may terminate this license and your access to the Service at any time for any reason or no reason.

C. Espresso Accounts

To obtain access to the Service as a User, you are required to obtain a login to the Service, by completing a registration form providing your name, email address and a password. Your Espresso account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Espresso account on behalf of a company, organization, or other entity, then (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Espresso immediately of any breach of security or unauthorized use of your account. Espresso will not be liable for any losses caused by any unauthorized use of your account.

By providing your email address you consent to using the email address to send you Service-related notices, including any notices required by law, instead of postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers.

D. Authorizations

In order to access or use certain aspects of the Service as a User, we need your authorization to obtain and manage information of yours. In some cases, we may use this information to provide reports to your employer for permitted business purposes, such as allowing your employer to manage the deduction of certain of your expenses for utilizing the Service. Collectively, the information described in this paragraph is “Account Information.”

You represent and warrant that the Account Information you provide us is accurate and complete. We have no liability or other responsibility for inaccuracy or incompleteness, or your inability to use the

Service due to such inaccuracy or incompleteness. You are responsible for the consequences of any instructions you provide us and that we follow.

You further authorize Espresa to: (i) store your Account Information; (ii) access the relevant service using the Account Information you provide us; (iii) use any signatures or other materials you provide us in order to provide you the Service; (iv) use the Account Information to prepare reports of your utilization of the Service to your employer; and (v) otherwise take any action in connection with such service as reasonably necessary for us to provide the Service to you.

E. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Espresa servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Espresa grants the operators of public search engines revocable permission to use spiders to copy publically available materials from Espresa.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that may impose an unreasonable or disproportionately large load on our infrastructure, as determined by Espresa; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) using the Service in order to obtain information about Espresa, the Service, or our customers for the purpose of competing with Espresa or otherwise replicating some or all of the Service for any reason; (xi) interfering with the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content.

Without prior notice, we may: change the Service; stop providing the Service or features of it, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any lawful reason, including if in our sole determination you violate any provision of this Agreement, or for no reason if lawfully permitted. Upon any such termination, you continue to be bound by this Agreement.

You understand that the Service may change over time as we refine and add more features or content. We reserve the right to update, modify, or discontinue the features, functionality, content or other aspects of the Service, including any and all Offerings, at any time, with or without notice, in our sole discretion. Any new features that augment or enhance the current Service, including the release of new tools and

resources, shall be subject to this Agreement. Espresa does not guarantee the availability of the Service and/or any of the Offerings or other benefits contained therein, and they are all subject to change at any time without notice.

F. Payment Terms

Unless otherwise specified by us in writing, the Service is offered to employers without charge. Espresa collects fees for the Service (“Service Fees”) on behalf of participating vendors from the Users, and Espresa then receives fees and commissions from its partners and vendors.

Unless otherwise specified by us in writing with regard to a particular Offering, Users will pay us the Service Fees in accordance with the then current payment and pricing terms set forth on our pricing information page available <http://espresa.com> (or such URL as we may provide) which is incorporated by reference into this Agreement. All payments shall be made by credit card or such other payment methods that we may make available in the future at our sole discretion. All amounts are payable in U.S. dollars, unless otherwise agreed to by the parties in writing. All payment obligations are non-cancelable and all Service Fees and other amounts paid are non-refundable. To the extent set forth in our current pricing terms, employers may at their discretion buy points from Espresa to be distributed to their employee Users for use of the Service.

You will be responsible for all taxes related to the Service Fees or your use of the Service, excluding taxes based on Espresa’s net income. You will also be responsible for procuring and maintaining all hardware, software and telecommunications services needed to connect your network to the Service and for paying all third-party access charges (e.g., Internet service provider fees).

We reserve the right to update the Service Fees, at any time, and for any reason, upon notice to you via the email address on file with your account or such other reasonable means. By continuing to use the Service after the effective date of the change in Service Fees, you hereby agree to such Service Fees.

2. Our Proprietary Rights

Except for materials such as logos, trademarks, and service marks owned by our business partners or licensors, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the “Espresa Content”), and all related Intellectual Property Rights, are the exclusive property of Espresa. Except as explicitly provided herein, nothing in this Agreement grants to you a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Espresa Content. Use of the Espresa Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Espresa under any fiduciary or other obligation, and that we are free to use the Idea without any additional

compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. By acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by Espresa' employees, or obtained from sources other than you.

3. Individual Service Agreements

Certain features of the Service ("Individual Services") may have their own terms and conditions that you agree to when you sign up for that particular product, function, or service ("Individual Service Agreement"). An Individual Service Agreement supplements this Agreement – the terms and conditions of this Agreement also apply to your use of an Individual Service. If any term of this Agreement expressly conflicts with any term of an Individual Service Agreement, the conflicting term in the Individual Service Agreement will control. All other terms and conditions in both this Agreement and the Individual Service Agreement will remain in force.

4. Recommended Partners

For certain services provided directly to you by third parties chosen by you, Espresa may highlight certain Providers as "Recommended" by Espresa or as "Preferred Providers". Our Recommended Partners and Preferred Providers have committed to delivering an exceptional service and customer experience. Espresa holds its partners to the highest standards and is selective in establishing external partnerships with service providers. Espresa sometimes receives compensation from Recommended Partners and Preferred Providers in connection with its recommendations.

5. Use of Vendors & Contractors

Espresa in its sole discretion may use vendors or contractors to help provide the Service to you, and we may change our use of vendors or contractors without notice to you.

6. Third-Party Services, Links, and Information

The Service may contain links to third-party materials that are not owned or controlled by Espresa. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service, you do so at your own risk, and this Agreement and Espresa' Privacy Policy do not apply to your use of such sites. You relieve Espresa from any and all liability arising from your use of any third-party website, service, or content.

7. Privacy and Data Security

Espresa will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any Account Information, and other sensitive data or information you provide us. Such safeguards will include, without limitation and at a minimum, an information security program that meets the standards of industry practice to safeguard your Account Information and other sensitive data and information you provide us. Espresa will promptly notify you or your employer (as applicable) following discovery of a breach incident or the compromise of the security, confidentiality, or integrity of any of the data and information you provide us, including Account Information. Espresa will comply with all

notification obligations, including as to the cost, timing, and content of providing notice to any affected individual, as may be required by relevant state and federal law.

8. Mobile Software

A. Mobile Software

From time to time, we may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. We do not warrant that the Mobile Software will be compatible with your mobile device. You agree that you are solely responsible for any mobile data usage or other similar charges incurred by you in connection with the Mobile Software. Subject to the terms and conditions of this Agreement, Espresa grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Espresa account on one mobile device owned or leased solely by you and in accordance with the features made available to you. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that Espresa may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Espresa or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

B. Mobile Software from the Apple App Store

The following applies to any Mobile Software you acquire from Apple’s App Store (“App Store-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Espresa, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by

applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Espresa as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Espresa as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party's intellectual property rights, Espresa, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Espresa acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App Store-Sourced 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 as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

C. Mobile Software from Google Play Store

The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Espresa only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Espresa, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Espresa' Google-Sourced Software.

9. No Professional Advice

If we provide you any professional information in the course of providing the Service, it is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any such information without first seeking independent professional advice from a person who is licensed and/or qualified in the applicable area.

For clarity, you will be solely responsible for: (i) compliance with any and all applicable laws, rules, and regulations affecting your business; and (ii) any use you may make of the Service to assist in complying with any such laws, rules, or regulations. The Service does not include any legal, regulatory, accounting, or tax advice, and you will rely solely upon your own advisors with respect to such advice.

10. Indemnity

You agree to defend, indemnify and hold harmless Espresa and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, right provided by any labor or employment law, rule, or regulation, or Intellectual Property Right; (iv) your violation of any applicable law, rule or regulation; (v) any content or Account Information that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your gross negligence or willful misconduct; or (vii) any other party's access and use of the Service (or access and use of any third-party service via the Service) with your unique username, password or other appropriate security code (or, with respect to third-party services, your Account Information).

11. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ESPRESA OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ESPRESA, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

ESPRESA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND ESPRESA WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, EXCEPT IN THOSE CIRCUMSTANCES IN WHICH ESPRESA EXPRESSLY AGREES TO BE A PARTY TO A

TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESPRESA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL ESPRESA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESPRESA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN THE SERVICE OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) ACCOUNT INFORMATION OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. ESPRESA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AGGREGATE AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ESPRESA HEREUNDER IN THE 12 MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO THE LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ESPRESA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE

FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is designed for the use of employers and employees located in the United States. We make no representations that the Service is appropriate or available for use in other locations, and you may not use the Service in locations outside the United States or for employees outside of the United States without the express prior written permission of Espresa, to be given by Espresa at its sole discretion and on a case-by-case basis. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

13. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. Governing Law

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

B. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM

ESPRESA. For any dispute with Espresa, you agree to first contact us at info@espresa.com and attempt to resolve the dispute with us informally. In the unlikely event that Espresa has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco County, California, unless you and Espresa agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Espresa from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

C. Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ESPRESA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

14. General

A. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Espresa without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement

Espresa may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Espresa in our sole discretion. Espresa reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as provided in the Service. Espresa is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Espresa may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, you may not use or access the Service.

C. Entire Agreement/Severability

This Agreement, together with any amendments and any additional agreements you may enter into with Espresa in connection with the Service, shall constitute the entire agreement between you and Espresa concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

D. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Espresa' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. California Residents

The provider of services is Espresa, Inc., 2479 E. Bayshore Rd., Suite 240, Palo Alto, CA 94303. You can reach us by telephone at (650) 752-6699. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

F. Contact

Please contact us at info@espresa.com with any questions regarding this Agreement.

This Agreement was last modified on 10/18/2015.