

ShowUp TERMS OF SERVICE

Last Updated: November 7, 2022

1. Acceptance of Terms; Modification of Terms

Welcome to ShowUp, a web-based donation processing platform owned and operated by Goodbio, Inc., whose address is at 249 Smith St. #4010 Brooklyn, NY 11231 (“**Company**”, “**we**”, “**us**”, or “**our**”). These terms of service and all other terms and conditions or documents incorporated by reference herein, including, without limitation, our Privacy Policy, [www. \https://www.showup.team/terms, (collectively, the “**Terms of Service**”), constitute a legally binding agreement between Company and each registered or unregistered end user (each, a “**User**”, “**you**” or “**your**”) of the ShowUP website, <https://www.showup.team/> (the “**Platform**”). By accessing and using the Platform and/or creating a User profile account on the Platform (an “**Account**”), you are deemed to have read, accepted, executed and be bound by these Terms of Service. YOU MUST BE AT LEAST THIRTEEN (13) YEARS TO ACCESS AND USE THE PLATFORM; PROVIDED, IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18) YEARS OLD (OR ANY OTHER APPLICABLE AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) YOU MAY ONLY ACCESS AND USE THE PLATFORM WITH THE PRIOR PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN, AND YOU REPRESENT AND WARRANT TO US THAT YOU HAVE SUCH PERMISSION AND THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THESE TERMS OF SERVICE WITH YOU. SINCE CERTAIN CONTENT MADE AVAILABLE ON THE PLATFORM MAY NOT BE SUITABLE FOR MINORS, WE RECOMMEND THAT PARENTS OR LEGAL GUARDIANS WHO PERMIT THEIR CHILD TO ACCESS AND USE THE PLATFORM TO SUPERVISE SUCH CHILD’S ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ENGAGEMENT WITH ANY OTHER USER THEREON.

Company may change or amend these Terms of Service at any time at its sole and absolute discretion. We encourage you to review these Terms of Service carefully and to check these Terms of Service periodically for any updates or changes. If Company makes a material change or amendment to these Terms of Service it will provide a notification of such changes or amendments on the Platform, which changes or amendments will be effective automatically upon the posting of such notification. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding the terms of this paragraph, no revisions to the Terms of Service will apply to any dispute between you and Company that arose prior to the effective date of such revision.

Company may, from time to time, release new versions of the Platform, or release/introduce new tools, products, services, functionalities, and/or features for the Platform, which will be subject to these Terms of Service, and any additional terms of service as may apply to such additional versions, tools, products, services, functionalities, or features.

IF ANY PROVISION OF THESE TERMS OF SERVICE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE PLATFORM AND DO NOT CREATE AN ACCOUNT. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

2. Platform License

Company hereby grants you a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of the Platform, the Platform Content

(defined below), and User Content (defined below), solely as permitted by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject in all respects to these Terms of Service, and not for redistribution of any kind (the “**Platform License**”). This Platform License does not include any resale or commercial use of (i) the Platform, (ii) any Registration Data (defined below), (iii) any content, materials, information, text, data, copyrights, Trademarks, logos, designs, insignia, images, photos, musical compositions, sound recordings, screenshots, videos, chats, posts, graphics, identifying marks, Site/App pages, software, and other original works of authorship and/or intellectual property uploaded to, or incorporated into, the Platform by or on behalf of Company (collectively, “**Platform Content**”), which Platform Content is and shall remain the sole and exclusive property of Company (or the applicable third-party licensor thereof), or (iv) any content, materials, information, text, data, copyrights, trademarks, logos, designs, insignia, images, photos, musical compositions, sound recordings, screenshots, videos, chats, posts, identifying marks, graphics, and other original works of authorship and/or intellectual property that you or any other User submits or uploads onto the Platform (collectively, “**User Content**”), which User Content is and shall remain the sole and exclusive property of you or the applicable User (or the applicable third-party licensor thereof), subject to the User Content License (defined herein) in and to such User Content granted to Company pursuant to these Terms of Service.

As between any User and Company, Company retains all right, title and interest in and to the Platform, throughout the world, in perpetuity, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, HTML, look and feel, software, and data, (ii) all business processes, procedures, methods, and techniques used in the Platform, (iii) all other materials and content uploaded or incorporated into the Platform, including, without limitation, all Platform Content (but excluding User Content, which as between Company and the applicable User is owned by the applicable User subject to the User Content License granted to Company pursuant to these Terms of Service), (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world; and (v) the coordination, selection, arrangement and enhancement of such Platform IP as a Collective Work under the United States Copyright Act, as amended (collectively, “**Platform IP**”), and nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Platform IP other than the express license granted therein pursuant to these Terms of Service. Platform IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

The Company trademarks, service marks, and logos (the “**Company Trademarks**”) used and displayed on the Platform are Company’s registered and unregistered trademarks or service marks. Other product and service names located on the Platform may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with the Company Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or the applicable third-party, Company’s or a third-party’s products or services (including, without limitation, the Platform), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Platform without Company’s prior express written consent. All goodwill generated from the use of any Trademark will inure solely to the benefit of Company or the applicable third-party owner thereof.

Violation of this Platform License may result in infringement of intellectual property and contractual rights of Company, other Users of the Platform, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

3. Additional Platform License Rules

Company provides you with the Platform License for free for your personal enjoyment, self-expression, and the possibility of public exposure. In return for the Platform License granted to you herein, you acknowledge and agree that Company may generate revenues, increase goodwill, or otherwise increase the value of Company, from your use of the Platform and any User Content you upload thereto, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, and usage data, and you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that you have no right to receive any income or other consideration from any User Content that you upload onto the Platform, or the use thereof by Company and/or other Users as described herein, and that you are prohibited from exercising any rights to monetize or obtain consideration from (i) any User Content uploaded by you or any other User onto the Platform or (ii) any User Content that you upload onto a third-party service via the Platform.

Notwithstanding anything to the contrary contained herein, you acknowledge and agree that: (i) the Platform License does not grant you, and you do not obtain, any copyright or other interest in and to any (A) Platform Content or other Platform IP or (B) User Content belonging to another User or a third-party licensor thereof; and (ii) the Platform License does not grant you, and subject to any third-party licenses obtained by you directly therein you do not obtain, any copyright or other interest in and to any User Content belonging to a third-party that you may upload to or share via the Platform. Additionally, any uses of any Platform Content or User Content by you that are not expressly authorized under these Terms of Service are subject to all rights of the applicable copyright owners thereof in law and in equity, and all rights are expressly reserved by such applicable copyright owners thereof.

4. User Accounts; Registration Data

While you may always browse the public-facing portions of the Platform without registering with us, in order to enjoy the full benefits of the Platform, each User must register for and create an Account.

You agree to create only one (1) unique Account and that you shall be the sole authorized user of your Account. As part of the registration process, Users will be asked to submit certain information such as their name, email address, phone number, birthday, profile name, picture, etc., and to create an Account login password (collectively, "**Registration Data**"). Alternatively, you may register for an Account using your Facebook, Instagram, or other available and integrated social media plug-in credentials. You agree and represent that all Registration Data you provide to Company will be and remain at all times true, accurate, current and complete. Company may from time to time modify or add to the Registration Data information fields required to create an Account, and you agree to promptly complete any such additional or modified information fields when and as requested by Company. In some cases, you will also need to update your Account and/or operating system settings to allow us to access your address book/contacts and enable the geolocation and camera/microphone functions. You must make sure that your Account profile name complies with these Terms of Service. Your registration with us is subject to our confirmation and will become valid when we either confirm your registration or activate your Account.

In addition, in order to make donations, you will be required to provide or be responsible for:

- additional information, including payment information, to complete a donation.
- keeping your own records and making appropriate backups – we will not be responsible for any loss of data in our possession or control.

- Even though we may endeavor to screen nonprofits and qualified individuals for tax-exempt status or other qualifications, ultimately you are responsible for ensuring you comply with any local, state, national, or other rules and regulations regarding tax treatment, deductions, and credits.
- selecting the nonprofits and qualified individuals to which you donate – we simply provide a platform to facilitate donations, but do not endorse any particular nonprofits.
- We are not responsible for how nonprofits use your donation. No instructions, restrictions, or preferences expressed by you in the course of your donation will be binding on the nonprofit that receives such donation.
- You affirm and agree not to fund any organization or activity that involves monetary transfers for the purpose of influencing an act or decision of an official of any government or the United States government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in violation of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA").
- You agree not to use this platform or your funding to do business with, maintain accounts for, or handle transactions or monetary transfers for foreign countries or foreign nationals listed under applicable sanctions program. You agree not to attempt to provide funding to or through any state sponsors of terrorism as designed by the US Department of State, or engage in any other money laundering practices.

Company will have the right to use your Registration Data in connection with servicing and operating the Platform and in other manners as set forth in more detail in our Privacy Policy. You agree (i) to restrict access by any other person or entity to your password or other login information, (ii) to not knowingly use the name or email of any other person without authorization, (iii) to not use an email or profile name that is profane, offensive or otherwise inappropriate, (iv) to not allow any third-party to use your login information, Registration Data or Account, and (v) to not re-create any new or additional Account in the event your original Account is suspended or terminated in accordance with the terms hereof. You agree that you will be liable for all activities that occur under your Account, even if such activities were not committed by you. Company is not responsible for any loss or damage as a result of someone else using your Account, Registration Data or password with or without your knowledge.

You agree to notify Company of any breach of security by promptly sending Company an e-mail to [breach@showup.team].

5. User Content; User Content License

You retain all right, title and interest in and to any User Content that you upload onto the Platform subject to these Terms of Service and the Privacy Policy.

6. Donations

As previously mentioned, we are a web-based donation platform that facilitates the making of donations by our end users to charitable organizations listed on our platform. We do not select, endorse or recommend any of the charitable organizations listed on our platform on behalf of our registered users; the choice to donate to one charitable organization over another is a decision solely and independently made by our end users. We do not verify the legal charitable status of the charitable organizations listed on our platform. The list of charitable organizations listed on our platform is provided for us by a third-party donor advised fund, Benevity, who pre-screens the charitable organizations to ensure they are legally and currently compliant with the requirements established by Benevity (<https://benevity.com/causes>). Furthermore, by operating our platform,

we are not soliciting and do not solicit donations for us or any of the charitable organizations listed on our platform.

We do not process donations made by our end users to the charitable organizations of their choice. All charitable donations made through our platform are processed by two third-party vendors; Stripe (credit card merchant processor) and Benevity (previously defined). After you choose your charitable organization on our platform, your donation will be collected by Stripe who will then transfer the funds to Benevity. Benevity will transfer all funds collected by our platform via Stripe to the appropriate charitable organizations on a monthly basis. By using our platform, in addition to our Terms of Service and Privacy Policy, you are agreeing to abide by the Terms of Service and Privacy Policy of Benevity (<https://benevity.com/terms-of-use>) and Stripe (<https://stripe.com/legal/end-users>). Stripe and Benevity each charge a separate fee for processing your donation. We do not receive any portion of their processing fee. When you make a donation through the Platform to the charitable organization of your choice, you may be given the option to add additional amounts to cover Stripe's and Benevity's processing fees and/or tip us. If you choose not to add such additional amounts, your donation to the charitable organization will be reduced by the amount of the processing fees. We appreciate any tips you choose to provide to us as they help us cover our operating costs as we do not charge charitable organizations any fees for participating in our Platform.

By providing us with a payment card or other payment method information, you authorize us to charge you for the designated donation amounts on a one-time or recurring basis, as selected by you. You acknowledge and agree that we may use one or more third-party payment processors (i.e. Stripe and Benevity) to facilitate donations and other payments made through the Platform, and that such payment processors will receive sufficient information regarding you and your payment method as needed to process such payments. We may impose a reasonable hold period on donated amounts, for funding confirmation and anti-fraud purposes.

All payments are non-refundable unless otherwise expressly stated. If we are unable to grant your donation to the designated nonprofit or qualified individual (for example, if they fail to provide us payment instructions), Refunds to the original form of payment are generally not available, although we offer such refunds if we become aware and have a reasonable basis to believe a payment was fraudulently made.

We make no representation as to whether all or any portion of your donations facilitated by our platform are tax deductible. We are not a 501(c)(3) organization or any other form of tax-exempt charitable organization. We have no liability for any claim by any federal, state, local or any other tax authority with respect to the characterization on any applicable tax return of any donation by our registered users. You should consult your tax advisor as to the amount (if any) of your donation that is tax deductible. You are responsible for all taxes associated with your use of, and donations facilitated by, the Platform.

All donations are at your own risk. Please make sure that when you make a donation you understand the cause of the charitable organization to which you are donating and how your donation will be used. We do not control what any charitable organization does with donations and we do not and cannot warrant or represent the actual purpose to which any donation will be used by the charitable organization.

7. Third-Party Communications and Third-party Content

By providing us with your email address and using the Platform, you hereby affirmatively consent to the use of your email address for notifications from us regarding important service announcements and other administrative communications related to your use of the Platform, as well as certain marketing and other

advertising communications from us and from our third-party advertising partners, as more fully set forth in our Privacy Policy. You will be able to opt out of receipt of certain notifications by following the instructions described in our Privacy Policy; however, if you do not wish to receive certain service and other administrative notifications related to the Platform, your only way to opt out of such messages is to stop using and delete the Platform.

Company disclaims all liability for any communications directed to you from any third-party directly or indirectly in connection with the Platform (“**Third-Party Communications**”) that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

The Platform may include third-party content or links (such as hyperlinks) to third-party websites, products or services (including external websites that are framed by the Platform as well as any advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, “**Third-Party Content**”). They are provided as an information service, for reference and convenience only. Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, or products or services. Inclusion of any Third-Party Content on the Platform does not constitute or indicate Company’s endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Platform. You shall be subject to any additional terms and conditions of use, guidelines or rules applicable to any Third-Party Content that you access through the Platform (“**Third-Party Terms**”). All such Third-Party Terms are hereby incorporated by reference into these Terms of Service. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for and risk associated with your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly, Company encourages you to be aware when you leave the Platform and to read the terms and conditions of use and privacy policies associated with any Third-Party Content.

By using the Platform, you expressly relieve and hold Company harmless from any and all liability arising from your use of any Third-Party Communications and Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Platform or the failure of such Third-Party Content to function as intended. It is your responsibility to evaluate the content and usefulness of the information obtained from Third-party Content.

8. Limitations on Platform Use

While using the Platform, you may not conduct any of the following activities:

- Use the Platform for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Platform or any portion thereof, or the Platform Content or User Content in violation of the export control laws and regulations of the United States of America or European Union.
- Upload User Content or files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar software that may damage or infiltrate the operation of any other User’s computer.

- Impersonate another person or User or knowingly allow any other person or entity to use your identification or account to post or view comments on, or otherwise utilize, the Platform.
- Restrict or inhibit any other User from using and enjoying the Platform.
- Imply or state that any statements you make are endorsed by Company or any other User, without the prior written consent of Company or such User.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Platform in any manner.
- Hack or interfere with the Platform, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Platform for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company or any other User.
- Use the Platform to collect Registration Data by electronic or other means.
- Use the Platform in a manner which is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.
- Use, transfer, distribute or dispose of Platform IP or User Content in any manner that could compete with the business of Company.
- Cause or induce any third-party to engage in the restricted activities above.

The License granted to you in these Terms of Service terminates automatically upon any unauthorized use of the Platform and Company will take appropriate investigative and legal action for any illegal or unauthorized use of the Platform. You acknowledge that violation of any of the above restrictions, may subject you to third-party claims and none of the rights granted to you in these Terms of Service may be raised as a defense against any third-party claims arising from any such violation.

9. Representations and Warranties.

The Platform is available only to persons (i) who are eighteen (18) years or older (or any other applicable age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) or (ii) thirteen (13) to seventeen (17) years of age (or any other applicable age that would still be under the age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) who access and use the Platform with parental/legal guardian permission. BY ACCESSING AND USING THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE CREATION OF AN ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU ARE (I) AT LEAST EIGHTEEN (18) YEARS OLD (OR ANY OTHER APPLICABLE AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE, OR (II) AT LEAST THIRTEEN (13) YEARS OLD AND HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN PRIOR TO ACCESSING AND USING THE PLATFORM AND, FOR THE AVOIDANCE OF DOUBT, PRIOR TO INITIATING ANY TRANSACTION IN CONNECTION WITH YOUR ACCESS AND USE THEREOF, AND YOUR PARENT OR GUARDIAN AGREES TO THESE TERMS OF

SERVICE.

You represent and warrant that that you have the right, authority and capacity to enter into, and to be bound by, these Terms of Service and to abide by the terms and conditions of these Terms of Service, and that you will so abide.

You represent and warrant that: (i) (1) all Registration Data and (2) all User Content and other information that you submit onto the Platform, is true, accurate, current and complete.

You represent and warrant that any User Content, Registration Data, and other information that you upload to the Platform: (i) will not be fraudulent or involve the sale of counterfeit or stolen items; (ii) will not violate any law, statute, ordinance, or regulation; (iii) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (iv) will not create liability for Company or cause Company to lose (in whole or in part) the services of its Internet service providers (ISPs) or other partners or suppliers.

10. Unlawful Activity; Suspension and/or Termination of Platform Access

We reserve the right to investigate complaints or reported violations of the Terms of Service and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Users' Account, profile name, e-mail addresses, usage history, uploaded User Content, IP addresses, and traffic information.

We further reserve the right, in our sole discretion and without notice or liability to you, to disable your Account, suspend or terminate your use of, or access to, the Platform (either in whole or in part), or remove, block, hide or otherwise delete any User Content that you upload to the Platform, at any time for any reason with any conditions, including, but not limited to, if we believe that you have violated or acted inconsistently with these Terms of Service or any applicable law or that you have engaged in conduct that we determine to be inappropriate or unacceptable in our sole discretion, including, without limitation, any violation of the restrictions set forth in Section 9 hereof. We may also disable your Account, suspend or terminate your access to the Platform, or remove, block, hide or otherwise delete any User Content you upload to the Platform, if you file any claim against Company or file any claim that involves the Platform. We also reserve the right, in our sole discretion, to seek and obtain any other remedies available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of these Terms of Service or any other act or omission by you that gives rise to a claim by Company, and our disabling of your Account, our suspension or termination of your use of, or access to, the Platform, or our removal, blocking, hiding, or deletion of any of your User Content, shall be without prejudice to, and shall not be deemed a waiver of, the foregoing. If we terminate, limit, or suspend your right to use the Platform, you are prohibited, without Company's prior written consent, from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third-party, even if you may be acting on behalf of the third-party. In the event your right to use the Platform terminated, limited, or suspended, these Terms of Service will remain in effect and enforceable against you.

You may terminate these Terms of Service at any time by deleting your Account and ceasing all use of the Platform. Please note that, deleting the Platform from your computer or mobile device will not delete your Account, and any User Content that you have previously uploaded will remain on the Platform. If you wish to

delete your Account, please login to your Account on the Site or click the Account profile icon in the App, and once inside your Account profile, select "Delete Account". Please note that if you delete your Account, all User Content will automatically be deleted. Additionally, if you wish to delete any particular item of User Content that you have uploaded to the Platform, you can do so using the User Content deletion functionalities within the Platform; provided, deleting your User Content will not delete your Account or terminate these Terms of Service.

Notwithstanding the foregoing, all sections of these Terms of Service which by their nature should survive the expiration or termination shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Service.

11. Parents and Legal Guardians; Child Safety; Reporting Non-Permitted Minor Content

If any parent/legal guardian (i) discovers that his/her child is using the Platform and/or has created and Account and such child is under the age of 13, or (ii) did not give permission, or no longer consents to, his/her child to use or continue using the Platform and such child is between the age of 13 and 18 (or any other applicable age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such child's primary residence), such parent/legal guardian can send us an email at [parent@showup.team] to request that we remove and disable such child's Account, and if applicable, delete all data collected in connection with such child's Account and use of the Platform, and we will work with such parent/legal guardian to comply with such request as promptly as practicable.

12. Advertising/Sponsorships on Platform

The Platform may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform is accurate and complies with applicable laws, including, without limitation, FTC and FCC rules, regulations and guidelines, with respect to product/service endorsements and paid sponsorships/advertisements. Company will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

13. Special Promotions

Company may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of Company, and can be activated, modified or removed at any time by Company without advance notification and the liability of any of Company's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited pursuant to these Terms of Service.

14. Disclaimer of Warranties

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS OR RELIABILITY OF ANY PLATFORM CONTENT OR USER CONTENT PROVIDED THROUGH THE PLATFORM OR THIRD-PARTY CONTENT LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR

ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE PLATFORM WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

15. Limitations of Liability; Class Action Waiver

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS IN PROMOTIONS, PARTICIPATING ARTISTS, PARTICIPATING ORGANIZATIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, VENDORS, THIRD-PARTY LICENSORS, CORPORATE PARTNERS, PARTICIPANTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "**COMPANY PARTIES**") LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY COMPANY PARTY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY, AND YOU IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY

DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.

16. Indemnification

You hereby agree to indemnify, defend and hold harmless, the Company Parties, from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim, action, or proceeding brought by a third-party based on: (i) your use of, or inability to use, the Platform; (ii) any breach of any representation, warranty, covenant or obligation of yours under these Terms of Service; (iii) any Registration Data or User Content posted by you onto the Platform; (iv) your violation of any applicable law or regulation; or (v) your violation of any third-party right, including, but not limited to, any intellectual property right. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

17. Platform Access Requirements; Updates and Maintenance

Access to and use of the Platform requires a compatible mobile device/web browser and internet connection. It also requires that we have access to your device identifier and location information. Although we are working to ensure that the Platform is compatible across various devices, we cannot guarantee that the Platform will work with all devices.

It is your responsibility to ensure that your computer or mobile device complies with the requirements for accessibility. Your use of the Platform may vary in functionality, availability and quality depending on the type of the device and the operating system that you use and Company accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

It is your responsibility to pay for all costs and expenses that you may incur while using the Platform (including, but not limited to, all telephone call or line charges or Internet data service access charges).

Your access to the Platform may be interfered with by numerous factors outside of Company's control including, but not limited to, telecommunications and/or wireless network service disruptions, computer or mobile device viruses and bugs, tampering, unauthorized intervention, fraud, technical failures, and server, equipment or software defects. Company is not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Platform. In addition, perfect security does not exist on the Internet; Company cannot and does not guarantee that any Registration Data or other personally identifiable information submitted to the Platform and selected by you to remain private (as applicable) will not become public under any circumstances.

Company may in the future update the Platform for repair or maintenance purposes or to change any tools, products, services, functionalities, or features thereof (an "Update"). Company shall not be liable to any User in any way as a result of any temporary or permanent suspension of the Platform or any tools, products, services, functionalities, or features thereof arising from or in connection with an Update. Furthermore, Company is

under no obligation to undergo an Update of the Platform to the extent any Platform Content, User Content and/or other tool, product, service, functionality, or feature thereof is out of date. The terms of the License granted to you hereunder shall apply in full to any Update. Following an Update, you may not be able to use the Platform until you have downloaded the latest version and accepted any new terms.

18. Privacy

Your privacy is very important to us. To understand our practices, please review our Privacy Policy, www.showup.team/terms, which is incorporated by reference into these Terms of Service and also governs your use of the Platform. Likewise, you represent and warrant that you will respect the privacy, property, and data protection rights of Users.

19. Governing Law and Jurisdiction; Disputes

The Terms of Service are governed by and construed in accordance with the internal laws of the State of Delaware, without reference to principles of conflicts of laws, and any action arising out of or relating to these Terms of Service shall be filed only in the state or federal courts located in Dover, Delaware and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts for the purpose of litigating any such action.

You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Platform or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever and fully barred.

20. Assignments

Company may freely assign, sub-contract and/or otherwise transfer any or all of its rights and/or obligations under these Terms of Service to any company, firm or person. You may not transfer your rights or obligations under these Terms of Service to anyone else.

21. Waiver and Severability of Terms; Entire Agreement

Failure by Company to enforce any provision(s) of these Terms of Service will not be construed as a waiver of any provision or right. If any provision of these Terms of Service is deemed unlawful, void or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. These Terms of Service incorporate by reference any notices contained on the Platform and the Privacy Policy and constitute the entire agreement with respect to access to and use of the Platform, Platform Content, and User Content.

22. Open Source Software

The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

23. Feedback

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio,

visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively, “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending us Feedback, you agree that: (i) Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; (ii) Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and (iii) you irrevocably grant Company a perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

24. Contact

General questions or comments about the Platform or these Terms of Service should be sent either by mail to Goodbio, Inc., 249 Smith St. #4010 Brooklyn, NY 11231, or email to [support@showup.team].