

Hifive Technologies - Terms of Service

These TERMS AND CONDITIONS ("T&Cs") set out the terms on which Hifive Technologies, Inc., a Delaware Corporation will provide you (also referred to as "your" or "user") access to and use of an online contactless tipping service available on or through our online proprietary platform, mobile application, or related services (collectively, the "Services").

As used in this document, "Service" refers to the HiFive's Tips Access Service. The terms "we," "us," and "our" refer to HiFive Technologies Inc ("HiFive") and its affiliates. The terms "I," "you," and "your" refer to the individual providing consent and agreeing to the terms of this Agreement in connection with the Service.

1. Acceptance

By indicating your acceptance to these T&Cs, you are entering into a legally binding agreement with us. You hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement. We may revise and update these T&Cs from time to time without prior notice to you and will post the updated T&Cs to the platform. Any changes to these T&Cs will apply immediately upon posting.

2. Provision of the Services

2.1 General

The Services allow you to provide unsolicited monies or capital to hotel staff or housekeepers related to the provision of certain hospitality and house-keeping services ("Tips"). On the condition that you comply with all obligations under these T&Cs, we hereby grant you a limited, non-exclusive, revocable, non-assignable, non-transferable right to access and use the Services, for the sole purpose of providing Tips per our documentation and policies.

Nothing in these T&Cs are intended to, or may be construed as, conferring by implication, estoppel or otherwise, any license or other grant of right to use any patent, copyright, trademark, service mark, or other intellectual property of Hifive Technologies, Inc. or any third-party, except as expressly provided in these T&Cs.

You agree not to remove, obscure, or modify any trademark legend or copyright notice, author attribution, or other notice placed on or contained within the Services. All rights not otherwise expressly granted by these T&Cs are reserved to Hifive Technologies, Inc. We reserve the right to modify the Services, in our sole discretion, at any time.

2.2 Use of the Services

To use the Services, you will need to provide us (or our third-party payment processor) with your first name, last name, payment card information, and other contact information as we may reasonably request. You must also select the staff member and/or housekeeper you desire to Tip.

You represent and warrant to us that you will provide us with accurate, current and complete information. You are strictly responsible for all of your use of the Services.

By using the Services, you:

- (a) authorize us or our third-party payment processor the right to process and pay out your Tips to the selected staff member and/or housekeeper,
- (b) agree to immediately notify us if you discover or otherwise suspect any security breaches related to the Services, and
- (c) agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your personal information.

2.3 Restrictions

You will not, directly or indirectly:

- (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, or any documentation or materials related to, or provided with, the Services;
- (ii) modify, translate, or create derivative works based on the Services;
- (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services;
- (iv) use, access or otherwise exploit the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to the Services; or
- (v) remove any proprietary notices or labels from the Services.

3. Fees and Costs

We (or our third-party payment processor) will collect and aggregate your completed transactions and deduct from such amounts (1) Hifive Technologies, Inc.'s platform fee, and (2) third-party payment processing or transaction fees and other costs reasonably incurred.

All Tips shall be made in US Dollars, unless otherwise agreed. Any Tips made in non-US Dollars shall be converted to US Dollars prior to such pay out of the Tips.

You acknowledge and agree that Hifive Technologies, Inc. does not operate, own, or control the third-party payment processor and you are subject to the terms and privacy and other policies of that third-party. You agree that we are not responsible for any delay, failure, damage, or liability caused by the third-party payment processor, any other third party.

There shall be no refunds of any Tips made on the Hifive Technologies, Inc. platform.

4. Regulatory Compliance

To the extent that the Services involve consumer-initiated electronic fund transfers (EFTs), such as tips paid using debit cards or bank accounts, HiFive complies with the Electronic Fund Transfer Act (Regulation E). Consumers are entitled to protections under Reg E, including the right to dispute unauthorized charges and to receive error resolution disclosures upon request. Please contact us at compliance@hifivecommunity.com to initiate an error claim or request a copy of your transaction history.

HiFive acts as an agent of the payee for the limited purpose of receiving funds on behalf of service staff or housekeepers. Payment made to HiFive constitutes payment to the payee in accordance with applicable state money transmission laws and regulations where this exemption is recognized.

5. Worker Disbursement Consent

By participating in the HiFive platform and accepting Tips, service staff and housekeepers expressly authorize HiFive to receive funds on their behalf and to disburse such funds to them in accordance with their designated payment method. HiFive maintains records of such consent and reserves the right to verify recipient identity prior to disbursement.

6. Consent to Electronic Communications and Electronic Signature Agreement

This Consent to Electronic Communications and Electronic Signature ("Consent & E-Sign") outlines important information about your legal rights. Please read it carefully and retain a copy for your records. We are required to provide you with certain communications and disclosures in writing. With your consent, we will deliver this information electronically. Your agreement also includes the use of electronic signatures in connection with the Service. Because the Service is provided online and relies on electronic communications, your review and acceptance of this Consent & E-Sign Agreement is necessary to access and use the Service.

PURPOSE OF CONSENT & E-SIGN AGREEMENT

By agreeing to this Consent & E-Sign Agreement, you agree that we may use electronic delivery to communicate with you regarding the Service. We may provide any or all agreements, disclosures, notices and other information and communications regarding the Service and our relationship with you and such other products or programs that may be made available to you (collectively, the "Communications") either electronically on our website or mobile application, through a hyperlink provided on our website or mobile app, or, in our sole discretion electronically to the email address or mobile telephone number that you have provided to us. By agreeing to this Consent & E-Sign Agreement, you also agree that we may use electronic signatures and obtain them from you as part of your enrollment in the Service and for transactions with you. Communications include, but are not limited, to the following:

- This Consent & E-Sign Agreement and any updates thereto;
- Agreements, disclosures, notices and other information related to enrollment for the Service, including but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by applicable federal or state laws and regulations;
- Disclosures and notices relating to the maintenance or operation of Service including, but not limited to account information, activity or inactivity, payments made or due, disclosures or notices that may be required by applicable federal or state laws and regulations;
- Any disclosure or notice regarding any fee
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to your Service;
- Any notice related to the termination or suspension of the Service or your use of the Service;
- Our privacy notice and other privacy disclosures; and
- Certain information or forms that we request from you and ask you to submit electronically

WITHDRAWING CONSENT

You may withdraw this Consent & E-Sign Agreement at any time by contacting us at compliance@hifivecommunity.com or by writing to us at Hifive Technologies, Inc., 5401 Crosswater Drive, College Station, TX 77845 Attention: Attn: Customer Support. If you withdraw this Consent & E-Sign Agreement: (i) we may immediately suspend or terminate your use of the Service; (ii) you will remain responsible for any amounts that you owe us or may come due under the Service; and (iii) any other obligations you have under any agreements governing the Service will remain in full force and effect.

Any withdrawal of this Consent & E-Sign Agreement will be effective only after we have a reasonable period to process your withdrawal request. Withdrawal will not affect any Communications we provided to you prior to your withdrawal, and we will send any required further Communications to you in paper form. We will not impose any fee in connection with any withdrawal of this Consent & E-Sign Agreement or any Communication provided in paper form.

RETAINING RECORDS

You should save any Communications you receive, for example, by printing or downloading them. If you would like a paper copy of any Communication, please make the request by contacting us as provided in Section 2. We will not charge you for one paper copy of any Communication we have sent to you electronically.

YOUR OBLIGATIONS

Hardware and Software Requirements

To electronically receive, access, and retain the Communications, you must have:

- a computer or other device, such as a tablet, or mobile phone, with internet access;
- a widely-used, recent-generation web browser with cookies enabled (for example, Chrome, Safari or Mozilla Firefox);
- software that permits you to read PDFs (for example, Adobe Reader);
- a valid email address that you have provided to us in connection with the Service; and
- a printer, computer hard drive, or other storage device with sufficient space to allow you to store the Communications.

You represent that you have the hardware, software, and email capacities described above, and your ability to access and agree to this Consent & E-Sign Agreement demonstrates that you have the necessary hardware and software to receive Communications through our Service.

We will notify you if our hardware or software requirements change in a way that creates a material risk that you would not be able to access or retain Communications. Continuing to use the Service after receiving notice of the change is the reaffirmation of your Consent.

Updating Your Records

You must immediately notify us of any change to your email address, contact information and other information related to this Consent & E-Sign Agreement and the Service. You can update this information by contacting us at compliance@hifivecommunity.com or at (415) 349-0025.

PROVIDING CONSENT

You acknowledge and agree that this Consent & E-Sign Agreement is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. This Consent & E-Sign Agreement does not apply to any Communication that we determine, in our sole discretion, we are required to deliver in paper form under applicable law or you should receive in paper rather than electronic form. We reserve the right, in our sole discretion, to discontinue electronic Communications with you, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. Your continued use of the Service after we provide such notice is affirmation of your consent to those changes. You will be asked to acknowledge your acceptance of this Consent & E-Sign Agreement before you complete your enrollment. In doing so, you are providing your affirmative consent to use electronic Communications. You are also confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic documents on your device, and that you have a current email address.

7. Third-Party Services

Portions of the Services may utilize or include third-party services or provide links to certain third-party websites (collectively, "Third-Party Services"). When you engage a Third-Party Service, you are interacting with the third-party and not with us. Such Third-Party Services are not under our control and we are not responsible for the contents of such Third-Party Services, or any changes or updates to such Third-Party Services.

Posting of a link to another website does not constitute endorsement of that website (or any of the products, services or other materials offered through that website) by us or our licensors. We are not responsible for the privacy practices of such Third-Party Services nor

any data or information you may share with such Third-Party Services, and make no warranties, express or implied, as to any Third-Party Service or the services they provide.

We encourage you to be aware of this when you leave the Services, and to read the terms and privacy statements of each Third-Party Services that you interact with and/or visit.

8. Ownership

Except for the limited personal information you provide when using the Services, we (or our licensors) own all right, title, and interest in and to:

(a) the Services and the "look and feel" of the Services, including all software, ideas, processes, data, text, media, and other content available on or arising from the Services; and

(b) our trademarks, logos, and brand elements (collectively, "Hifive Technologies, Inc. Technology").

You may not modify, duplicate, copy, reverse engineer, or reuse any portion of the Hifive Technologies, Inc. Technology other than as permitted under these T&Cs without our prior express written consent.

9. Termination

We may suspend or terminate your access to the Services or these T&Cs at any time, for any reason. We have no obligation to return any personal information to you and we may delete your personal information at any time. We shall not be liable to you, or any third party, for any Tips, compensation, reimbursement, or damages for termination of access to the Services.

10. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO PROMISES ABOUT THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY. THE SERVICES AND HIFIVE TECHNOLOGIES, INC. TECHNOLOGY ARE PROVIDED "AS IS", WITH ALL FAULTS. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING:

(a) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE;

(b) THAT THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND

(c) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICES AND HIFIVE TECHNOLOGIES, INC. TECHNOLOGY.

WE MAY PAUSE OR INTERRUPT ACCESS TO OR USE OF THE SERVICES AT ANY TIME, AND YOU SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES WILL CREATE ANY OTHER WARRANTY.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE, ARISING FROM OR RELATING TO THESE T&CS, THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY UNDER THESE T&CS FOR OUR BREACH OF THESE T&CS IS TO STOP USING THE SERVICES.

12. Indemnification

YOU WILL INDEMNIFY AND HOLD US, AND OUR LICENSORS, PROVIDERS AND AGENTS, HARMLESS AGAINST ANY AND ALL LIABILITIES ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE T&CS, BREACH OF CONFIDENTIALITY OBLIGATIONS HEREIN, YOUR USE OF THE SERVICES OR HIFIVE TECHNOLOGIES, INC. TECHNOLOGY, AND YOUR PERSONAL INFORMATION. WE RESERVE THE RIGHT TO ASSUME THE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY THIRD-PARTY CLAIM, ACTION, SUIT OR PROCEEDING FOR WHICH YOU ARE OBLIGED TO INDEMNIFY US. YOU WILL COOPERATE WITH US WITH RESPECT TO SUCH DEFENSE AND SETTLEMENT.

13. Confidentiality

You will hold in confidence all information regarding the Services or these T&Cs, and you will take all steps reasonably necessary to preserve the confidentiality of such information. Hifive Technologies, Inc.'s confidential information will not be used or disclosed by you for any purpose except:

(a) as necessary to exercise rights or perform obligations under these T&Cs, or

(b) as required by law, provided that you give Hifive Technologies, Inc. reasonable opportunity to obtain a protective order.

Hifive Technologies, Inc. may disclose your acceptance to these T&Cs to its actual or potential investors, creditors, professional advisors, or attorneys who are subject to a duty of confidentiality.

14. Binding Arbitration and Class Action Waiver

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY BEFORE AGREEING TO THIS AGREEMENT. EXCEPT AS OTHERWISE NOTED, CAPITALIZED TERMS HAVE THE MEANING SPECIFIED IN THIS AGREEMENT.

You and HiFive agree to resolve any disputes related to this Agreement through binding individual arbitration governed by the Federal Arbitration Act. This means you waive your right to a trial by jury or to participate in a class action. One neutral arbitrator, selected through the American Arbitration Association (AAA) under its Consumer Arbitration Rules, will decide the matter. Arbitration may occur by phone, online, or in person, depending on the amount of the claim. Unless otherwise agreed, in-person hearings will be held in Delaware, or at your request, in Chicago, IL or San Francisco, CA. The arbitrator may not award punitive damages.

Opt-Out Option: You may opt out of arbitration within 60 days of first accepting this Agreement by sending a written notice with your name and a clear statement of your intent to opt out to:

HiFive Technologies, Inc.

5401 Crosswater Drive

College Station, TX 77845

Attn: Customer Support

Or via email: compliance@hifivecommunity.com

Subject: "HiFive – Arbitration Opt-Out Notice"

You must keep proof of timely delivery.

Any dispute, claim, or controversy arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Austin, Texas before a single arbitrator. The arbitration shall be administered by the American Arbitration Association pursuant to its Consumer Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. You agree that arbitration will be the exclusive forum for any disputes, and you waive the right to bring claims in court or have them heard by a jury. You further agree that any arbitration or proceeding shall be limited to the dispute between you and HiFive and will not be joined with any other proceeding or class action.

The provisions of these T&Cs that by their nature should survive termination shall survive, including but not limited to confidentiality, indemnification, limitations of liability, dispute resolution, and ownership rights.

If any part of this arbitration clause is deemed unenforceable, the remainder shall remain in full force and effect.

15. Miscellaneous

15.1 Statistical Information

Notwithstanding anything else in the Agreement or otherwise, we may monitor your use of the Services and use or exploit such usage data in an aggregate or anonymous manner, to compile statistical and performance information related to the efficacy, provision and operation of the Services or to develop and commercialize new products or services. We may make such information publicly available, provided that such information does not incorporate your personal information in a way that is directly traceable to you and/or identify you on a stand-alone basis. We retain all intellectual property rights in such aggregated and/or anonymous information. We may revise and update these T&Cs from time to time without prior notice; however, material changes will be communicated through the Services, by email, or by other reasonable means.

HiFive's handling of user personal data is governed by our Online Privacy Policy, which outlines our practices under applicable privacy laws including the Gramm-Leach-Bliley Act (GLBA) and, where applicable, the California Consumer Privacy Act (CCPA/CPRA).

15.2 Assignment

You shall not assign or transfer any rights or obligations under these T&Cs without the prior written consent from Hifive Technologies, Inc.

15.3 Tax Reporting, Independent Contractor Status, and Form 1099

By registering to use the Hifive platform, you acknowledge and agree that you do so voluntarily and are not being hired or employed by Hifive. You understand and agree that you are participating as an independent contractor, and nothing in these Terms creates an employment, agency, partnership, or joint venture relationship between you and Hifive.

As an independent contractor, you are solely responsible for complying with all tax obligations arising from any payments you receive through the platform, including federal, state, and local income taxes and any applicable self-employment taxes. Hifive does not and will not withhold taxes of any kind on your behalf, nor will it provide employee benefits of any nature.

Where required by applicable law, Hifive may issue an IRS Form 1099 or other applicable tax reporting documentation that reflects the total amount of payments settled to you. You agree to provide Hifive with complete and accurate taxpayer information, such as a valid IRS Form W-9, upon request.

15.4 Hosting Providers

You acknowledge that the Platform is hosted by third-party hosting providers (the "Hosting Providers"). We may change our Hosting Providers at any time. Your use of the Services is subject to any applicable restrictions or requirements imposed by the Hosting Providers. Notwithstanding any other provision of these T&Cs, we shall not be liable for any problems, failures, defects or errors with the Services to the extent caused by the Hosting Providers. We are not responsible for the acts and omissions of the Hosting Providers.

15.5 Waiver

No waiver by either Party of any of the provisions of these T&Cs are effective unless explicitly set forth in writing and signed by such Party.

15.6 Force Majeure

We will not be liable hereunder by reason of any failure or delay in the performance of our obligations under these T&Cs on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond our reasonable control.

15.7 Governing Law and Venue

The laws of the State of Texas, USA will govern these T&Cs and any dispute arising hereunder without giving effect to the choice of law provisions thereof. You hereby consent to jurisdiction and venue in any federal or state court located within the State of Texas, and you shall not bring any suit, claim or other cause of action except in a court within the State of Texas, USA.

15.8 Accessibility & Non-English Language Access

These Terms are available in English only. If a translation is provided, it is for convenience only and the English version shall govern in the event of a conflict.