

TERMS OF SERVICE

December 13, 2024

TERMS OF SERVICE

Welcome to peeq! We're grateful for everyone that has embarked on this new journey with us. Transparency is a core value of our company, and we've written these Terms of Service (referred to throughout this webpage as the "Terms") to provide a clear understanding for those that interact with our Peeq platforms, including all associated features and functionalities, content, websites, software and mobile applications, and user interfaces (referenced throughout the Terms as the "Platform(s)").

These Terms govern the relationship between Peeq, Inc. and each individual that interacts with our Platforms, and forms a legally binding relationship between Peeq, Inc. and those individuals, including you.

Please read these Terms carefully.

Throughout these Terms:

- (1) the noun "Peeq," and first-person pronouns (e.g., we, us, our), will be used to refer to Peeq, Inc., and
- (2) second-person pronouns will be used to refer to direct users of our Platform, including you or a company you have authority to use our Platform on behalf of (e.g., you or your).
- (3) Peeq's directors, officers, employees, principals, subsidiaries, affiliates, subcontractors, agents, representatives, partners, suppliers, and/or licensors shall be referenced throughout these Terms as "Representative(s)".

If you use our Platforms, you agree to be bound by these Terms. If you no longer wish to be bound by these Terms at any time, you must stop using our Platform; however, any past actions or data that is maintained by Peeq will continue to be subject to the Terms, including any claims that arose in relation to your use or interaction with our Platform. For purposes of this Agreement, "Affiliate(s)" shall mean any individual, corporation, partnership, limited liability company, association, unincorporated entity or other legal entity (each an "Entity") that, directly or indirectly, including through one or more intermediaries, controls, is controlled by, or is under common control with, a Party (as used in this definition, "control" shall mean: (i) owning 50% or more equity interest in the Entity, (ii) having the right to receive 50% or more of the profits or earnings of the Entity, or (iii) having the power to direct or cause the direction of the management and policy decisions of the Entity).

Foreign Law Disclaimer

Currently, our Platform is intended for use only in the United States by individuals or legal entities who are domiciled in the United States or whose principal place of business is in the United States. Until further notice, our Platform is not intended to be used outside of the United States, nor is it intended to be subject to laws outside of the United States.

We request that all users of our Platform do not use our Platform outside of the United States, and to the extent that you do, we expressly disclaim all liability under the laws of other countries and you are solely responsible for compliance with applicable laws of those countries, including without limitation to their privacy laws.

Arbitration Notice

UNLESS OTHERWISE PROVIDED IN THESE TERMS OR THE DISPUTE RESOLUTION CLAUSE BELOW, DISPUTES BETWEEN YOU AND PEEQ WILL BE RESOLVED BY MANDATORY BINDING INDIVIDUAL ARBITRATION. BY USING OUR PLATFORM, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AND YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY.

1. PEEQ SERVICES

Peeq is an immersive platform that provides a seamless user experience connecting consumers with business product and service offerings. Our Platform allows our Partners to market and advertise their offerings, showing the world "Peeq" service and product offerings. Similarly, our Services allow users to explore, discover, and engage with businesses for a "Peeq" consumer experience.

2. USERS OF PEEQ'S PLATFORM

Age Eligibility Requirements. The Platform is not directed or intended to be used by individuals under the age of 13, nor individuals who are under the minimum age required by the laws of the jurisdiction you are domiciled. You are not permitted to use the Platform if you are under the age of 13 (referred in the Terms as "child" or "children). All users during an initial account creation will be required to confirm that you are 13 years old or older to create an account.

Consent of a Parent or Guardian. Individuals between the age of 13 to 17 years old (referred to in these Terms as a "Minor") will be required to have their parent or legal guardian create an account on the Minor's behalf. Parents and/or legal guardians will be required to agree to the Terms, acknowledge that the parent or guardian — and the Minor — is bound by the Terms, and consent to the Minor's use of the Platform.

Consent and Acknowledgement. When creating an account, all users of the Platform are required to read, acknowledge and agree to the Terms, including other terms and policies referenced and incorporated in these Terms ("Additional Terms"), such as our Privacy Policy. If you do not wish to be bound by these Terms, then you should not create an account or otherwise use or interact with our Platform.

Businesses. Individuals who are using the Platform on behalf of a business must have authority and permission from the business to use the Platform on the business's behalf, in the method and manner as permitted by the business. Any permission granted by the business is limited by the permissions and restrictions set by Peeq addressed in these Terms. Additionally, by using the Platform on behalf of the business you are consenting to these Terms on behalf of the business. Business partners who have Partner Agreements with Peeq (referenced throughout these Terms as "Peeq Partners") are also subject to the terms and conditions of those agreements.

3. USING OUR PLATFORM

Registration. In order to use and/or interact with our Platform, you are required to create and register a profile account, including providing general and personal information pertaining to you.

Account Access. Keeping your account secure is a priority for Peeq, which includes communicating to you that you have an independent responsibility of keeping your account credentials, including username and password, confidential and secure. Unless otherwise expressly permitted in these Terms, you are prohibited from allowing other individuals or entities from: (i) using your account or having access to your account credentials, and (ii) using another individual or entities account or having access to their credentials.

Unauthorized Use. You agree to notify us immediately of any unauthorized use or suspected unauthorized use of your Account, including the potential or actual compromise of your credentials. Such notice may be submitted directly through the Help Center on our Platform.

Inappropriate Username. You are prohibited from creating a username that is inappropriate, obscene, or otherwise objectionable. We reserve the right to reject or discontinue your use of any username at any time.

Use Restrictions. Please note, content and certain features of the Platform may be unavailable due to age restrictions or may otherwise not be available to you, at Peeq's sole discretion, and as permitted by applicable law.

Your Promises. When interacting and/or using our Platform your represent and warrant that: (i) all registration information you submit will be true, accurate, and complete; (ii) you will maintain the accuracy of such information and promptly update such information as necessary; (iii) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (iv) you will not use the Platform for any illegal or unauthorized purpose; and (v) your use of the Platform will not violate any applicable law or regulation, or these Terms.

4. PLATFORM LICENSE

The Platform and all text, graphics, images, audio, videos and/or other content or material created and/or made available to you by Peeq (the "Content"), including any derivative works thereof, is the property of Peeq and/or Peeq's licensors, as applicable. Peeq grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable license to use the Platform and its Content on devices you own or control, subject to the usage restrictions of those devices, and to make personal, non-commercial use of the Platform, only in accordance with these Terms ("License").

Furthermore, you represent and warrant that you own all rights, title, and interest in and to any intellectual property or content you contribute to the Platform environment, or that you have otherwise secured all necessary rights in such intellectual property or content as may be necessary to permit the access, use and distribution thereof. To the extent you contribute any intellectual property or content to the Platform, you grant Peeq a perpetual, non-exclusive, transferable, assignable, sublicensable, irrevocable, and royalty-free license to display, host, copy, store and use such intellectual property and/or content to the extent necessary to making the intellectual and/or content available on the Platform and for other Peeq related services. By interacting with our Platform, you agree that Peeq and our Representatives may use the intellectual property and/or content you make available through the Platform to develop, improve, and provide the products and services, including by use machine learning technologies.

5. ADVERTISEMENT AND INFORMATIONAL CONTENT

By interacting with our Platform, you consent to receiving Content from us and our Representatives, including advertisements, by any delivery method or display placement throughout our Platform. Any Content, including advertisements, may be recommended or personalized based on your usage of the Platform, or the information provided by you, collected by us, or obtained about you from other sources consistent with our Privacy Policy or as otherwise permitted by law. Although Peeq uses best efforts to moderate restrictive and sensitive content on our Platform, advertisement content on our Platform is subject to the limitations and restrictions of Third-Party Ad Network Mediators (e.g., Google and Apple), Peeq expressly disclaims any liability for advertisements and content provided on our Platform from third-party sources.

6. THIRD-PARTY APPLICATIONS AND RIGHTS

Third-Party Applications. Our Platform may connect or interact with third-party applications, websites, and services ("Third-Party Applications") to enrich your experience, or otherwise provide access to Third-Party Applications (e.g., permit the ability for downloading software or accessing website links for your convenience). These Third-Party Applications may have their own terms of use and privacy policies, which will govern your interaction with them. You must comply with the terms of use and privacy policy of these Third-Party Applications. It's important to note that we neither endorse nor assume responsibility for the behavior, features, or content of any Third-Party Application. Additionally, we do not guarantee the compatibility or continued compatibility of Third-Party Applications with our Platform. Any engagements with Third-Party Applications are solely between you and the third-party provider. We shall not be held liable for Third-Party Applications.

7. APP STORE PROVIDERS

App Distributors. The following additional terms apply when you use a mobile application of the Platform made available through a Third-Party Application service ("App Distributor(s)"), including through the Apple Store or Google Play: (i) the license granted to you for our mobile application is subject to the license provisions in these Terms and the usage rules set forth in the applicable App Distributors' terms of service; (ii) as Peeg deems appropriate or as otherwise required by applicable law, Peeg will provide maintenance and support services with respect to the mobile application, and you acknowledge that App Distributors have no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (iii) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, will respond in accordance with its terms and policies, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; and (iv) you represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (b) you are not listed on any U.S. government list of prohibited or restricted parties.

Third-Party Rights. You agree that our Representatives, including App Distributors and their subsidiaries, are intended beneficiaries of these Terms and have the right (and will be deemed to have accepted the right) to enforce the provisions of these Terms against

you. Except as otherwise expressed herein, the Terms do not grant rights to any other party, other than you and Peeq, and does not create any third-party beneficiary rights.

Platform Claims. You agree that any claims that you or a third party may have relating to the Platform must be made to Peeq and that Peeq will respond to such claims in the time frame no less than required by applicable law, including, but not limited to claims related to: (i) product liability claims; (ii) intellectual property infringement claims, (iii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iv) claims arising under consumer protection or similar legislation.

Apple Store Specific Provision. Unless otherwise subject to the terms and conditions of the Apple Store, Apple is not responsible for the investigation, defense, settlement and/or discharge of any intellectual property infringement claim directly and primarily related to the Platform.

8. COMMUNICATIONS

Whether by phone, email, text message, or any other electronic means (hereinafter "Electronic Communications"), you: (i) consent to receive Electronic Communications from Peeg and such consent shall survive termination of these Terms unless such consent is revoked subject to the opt-outs as expressed below; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications we provide to you via Electronic Communications satisfy any legal requirement that such communications would satisfy if we were to provide such communications to you in a physical form. Furthermore, you agree that Electronic Communications may be generated by automatic telephone dialing systems. You acknowledge and agree that message and data rates may apply from your cell phone carrier from text messages sent by us. You may OPT-OUT of promotional: (i) telephone calls from us by notifying the caller or contacting us, (ii) emails by clicking the unsubscribe options in the email, (iii) text messages by replying "STOP" from the phone number receiving the text messages, or (iv) push notifications from us by changing notification preferences within the Platform. You acknowledge and agree that you are not required to consent to receiving promotional Electronic Communications as a condition of entering into these Terms, and that opting out of the aforementioned communications may impact usability and functionality of the Platform. Regardless of your OPT-OUT preferences, you will receive communications from us as legally permitted or required.

9. ADDITIONAL TERMS

Use Restrictions. Any and all use, access, or interactions with the Platform by you is subject to the Terms and applicable laws, rules and regulations. Unless you receive express written consent from Peeg and, as applicable, our Representatives, you are prohibited from: (i) accessing the Platform in any way not expressly made available by Peeq, including unauthorized Third-Party Applications or any automated means (e.g., bots, spiders, crawler, or scraper); (ii) altering or modifying any Content made accessible via the Platform; (iii) use of or access to the Platform that disrupts in any manner the functionality or integrity of the Platform (e.g., resource intensive usage), or for any illegal, malicious, or intrusive activity (e.g., virus or malicious code); (iv) using the Platform for developing or marketing a competitive product, or for any data mining or performance benchmarking, or for mass downloads or bulk feeds; (v) using the Platform for any service bureau activity, or any commercial messages or advertisements, not conducted by Peeg or our Representatives (as permitted and restricted by applicable terms and conditions); (vi) any unauthorized access to the Platform that is not expressly permitted by the Terms; or (vii) using or accessing the Platform in violation of any applicable laws or regulations.

Community Guidelines. The Peeq Community Guidelines provides additional information and details pertaining to restricted activity and interactions with the Platform and may be accessed at: <u>https://forms.peeq.inc/CommunityGuidelines</u>. Any activities or usage that does not comply with the Terms may be immediate grounds for account suspension and termination.

Privacy Policy. Please review our Privacy Policy for information on Peeq's data privacy practices, including what information we may collect from our users and how we may use this information, at: <u>https://forms.peeq.inc/PrivacyPolicy</u>.

Intellectual Property. Peeq takes the protection of our communities' intellectual property very seriously. We've created the Intellectual Property Policy, which can be accessed at <u>https://forms.peeq.inc/IPPolicy</u>, to provide clear communication of Peeq's and our Licensor's intellectual property rights

10. SUSPENSION AND TERMINATION

Account Suspension and Termination. By using the Platform, you acknowledge and agree that Peeq has the right to suspend or terminate your account and refuse any and all current or future use of the Platform for any untrue, inaccurate, non-current, or incomplete information submitted or updated by you, or for any interaction or use by you that violates these Terms. Furthermore, you agree that Peeq may reclaim your username or deactivate your account for any reason, including but not limited to prolonged account inactivity or any violation of these Terms, or for any other reason not prohibited by law.

Requesting Deactivation or Deletion. Requests for deactivation or deletion of your account may be made directly within the Platform. Deactivation and deletion are subject to our Privacy Policy, including our data retention practices, and applicable legal and regulatory compliance. Once an account is deleted, you will no longer: (i) have access to your account, including any access or retrieval of information in your account, nor (ii) be able to reactivate your account.

11. DISCLAIMERS

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" SOLELY FOR YOUR INFORMATIONAL AND PERSONAL USE. TO THE FULLEST EXTENT PERMITTED BY LAW, NO WARRANTIES ARE MADE BY PEEQ, NEITHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NOR WARRANTY AGAINST INFRINGEMENT. USE OF THE PLATFORM IS SOLELY AT YOUR OWN RISK. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT: (1) THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE PLATFORM; (2) THE AVAILABILITY OF FEATURES ON THE PLATFORM; (3) THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, ACCESSIBILITY, OR SPECIFICITY OF CONTENT OTHERWISE MADE AVAILABLE ON THE PLATFORM; NOR (4) WEBSITES OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM.

12. LIMITATION OF LIABILITY

Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR INSTANCES WHERE LIABILITY IS NOT PERMITTED TO BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, IN NO EVENT WILL PEEQ, NOR OUR REPRESENTATIVES, BE LIABLE UNDER THE TERMS FOR ANY: (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES; AND/OR (2) ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, COST OF RECOVERING ANY DATA, LOSS REVENUE, LOSS PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, INACCURATE RESULTS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, INCONVENIENCE, DOWNTIME COSTS, DAMAGE TO PROPERTY (INCLUDING DEVICES OR EQUIPMENT), OR EXPENSES ARISING OUT OF THIRD PARTY CLAIMS; WHETHER OR NOT PEEQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ARISING OUT OF OR IN ANY WAY RELATED TO:

- (a) YOUR, OTHER USERS, OR ANY THIRD PARTIES USE OF OR INABILITY TO USE THE PLATFORM,
- (b) YOUR, OTHER USERS, OR ANY THIRD PARTIES INTERACTION WITH THE PLATFORM OR CONTENT, INCLUDING DEPLOYMENT OF THE PLATFORM OR SUBMISSION, UPATES, AND/OR MODIFICATION OF INFORMATION OR DATA WITHIN THE PLATFORM,
- (c) YOUR, OTHER USERS, OR ANY THIRD PARTIES CONDUCT WITHIN THE PLATFORM,
- (d) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF THE PLATFORM, CONTENT, OR TRANSMISSION,
- (e) ANY DEVELOPMENT, MAINTENANCE, REPAIR, UPDATE, SUSPENSION, AND/OR DISCONTINUATION OF THE PLATFORM AND/OR ITS FEATURES, INCLUDING ANY INTERRUPTIONS, VULNERABILITIES, ERRORS OR MISTAKES, AND/OR
- (f) THE USE OR INTEGRATION OF ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES WITH THE PLATFORM;

HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). NEITHER PEEQ, NOR ITS REPRESENTATIVES, SHALL BE LIABLE FOR ANY ACTIONS REASONABLY TAKEN TO COMPLY WITH THE LAW.

Liability Cap. UNLESS OTHERWISE EXPRESSED IN THE TERMS, PEEQ AND OUR REPRESENTATIVE'S TOTAL AGGREGATE DIRECT LIABILITY FOR ALL CLAIMS RELATING TO THE PLATFORM IS LIMITED TO THE GREATER OF: (i) \$100 USD, or (ii) THE AMOUNT YOU HAVE PAID DIRECTLY TO PEEQ IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. **Exclusion Exceptions.** For avoidance of doubt, and without limiting the foregoing, nothing in these Terms limits or excludes Peeq's (or our Representatives) liability from: fraud or fraudulent misrepresentation; or death or personal injury caused by intentional or negligent misconduct.

Jurisdiction Applicability. In some instances, an applicable jurisdiction may not permit an exclusion or limitation as referenced in these Terms, in which case Peeq and our Representatives' liability will be limited to the maximum extent permitted by law. NOTWITHSTANDING, THE LIMITATIONS AND RESTRICTIONS REFERENCED ABOVE MAY NOT APPLY TO YOU, BUT YOU MAY HAVE RIGHTS BASED ON THE JURISDICTION THAT YOU'RE LOCATED, WHICH MAY PROVIDE ADDITIONAL REMEDIES IN ADDITION TO THE REMEDIES REFERENCED IN THESE TERMS.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Peeq and our Representatives to the fullest extent authorized or permitted by law with respect to any and all claims, actions, damages, suits, liabilities, obligations proceedings, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, asserted or threatened against or incurred by Peeq, arising out of, relating to, or in connection with, your: (i) breach of the Terms; (ii) act or omission concerning the use of or interaction with the Platform, Content, and/or other users; (iii) misappropriation or infringement of a third-parties intellectual property rights; (iv) violation of rights of a third-party; or (v) failure to comply with any applicable federal, state, or local laws, regulations, or codes.

14. CHOICE OF LAW AND VENUE

These Terms are made under and shall be interpreted in accordance with the laws of the State of Arizona without regard to conflict of law principles. To the extent that a claim or dispute is not subject to arbitration, then any dispute or legal action brought by either Party arising out of or relating to these Terms shall be brought in, or be transferred to, a state court in Maricopa County, Arizona (excluding matters that may only be exclusively brought in Federal Court, in which case the applicable venue shall be a Federal Court with jurisdiction over Maricopa County, Arizona). You agree to and hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Maricopa County, Arizona.

15. DISPUTE RESOLUTION

Informal Resolution. We value our relationship with our users and strive to resolve any disputes amicably through an informal resolution process ("Informal Resolution"). You agree to submit any dispute you may have with Peeq, including those related to the Platform and associated services, to us for Informal Resolution via the <u>Dispute with peeq</u> page on our Platform. Except where prohibited by applicable law, you agree not to initiate any lawsuit or arbitration proceeding against Peeq until at least sixty (60) days after submitting your dispute to Peeq through the Dispute Submission Portal.

Binding Arbitration. If the Parties are unable to resolve the dispute through Informal Resolution, and except where preempted by law, you and Peeq agree to resolve any claim, dispute, or controversy ("Claims") by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. Arbitration may be conducted in person in Maricopa County, Arizona, or by video conference. Except as otherwise provided herein, the Parties may litigate in court to: (a) seek injunctive or equitable relief to prevent intellectual property infringement or misappropriation; (b) compel arbitration; (c) stay proceedings pending arbitration; or (d) confirm, modify, vacate, or enter judgment on the arbitrator's award. All Claims must be brought in the parties' individual capacity, not as a plaintiff or class member in any purported class or representative proceeding. Unless otherwise agreed by the Parties, the arbitrator or court may not consolidate Claims.

16. EXPORT CONTROL

The Platform may be subject to United States export control laws, including the US Export Administration Act and its associated regulations. Unless otherwise permitted by federal or state law, you shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside of the United States.

17. MODIFICATIONS TO THE PLATFORM AND TERMS

At times, it may become necessary to modify, amend, or change (defined as "Modifications") these Terms for various reasons, such as enhancing the functionality of our Platform or technology, complying with legal obligations, or bolstering security measures. As we deem appropriate or as required by law, we will make reasonable efforts to notify you of any significant and material Modifications through conspicuous notices on our Platform or through other reasonable means as appropriate (e.g., push notifications or emails). We recommend reviewing these Terms periodically to ensure you are aware of the terms and conditions of the most updated version. Your continued use of the Platform following the effective date of the updated Terms constitutes your acceptance of the Modifications. However, if you disagree with these Modifications, you have the option to terminate your account or cease using the Platform.

18. ASSIGNMENT AND DELEGATION

These Terms and all rights and obligations hereunder may by assigned and/or delegated by Peeq, in whole or in part, without your consent to any of our Representatives or successor of interest or any third party; however, all rights and obligations hereunder may not be assigned and/or delegated by you without our express written consent.

19. SURVIVAL

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20. WAIVER & SEVERABILITY

Our delay or failure to enforce the provisions of these Terms shall not be considered a waiver of our rights to enforce the provisions of these Terms at any time. If, for any reason, any provision or provisions of these Terms are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation of or affect the remaining provisions.

21. ENTIRE AGREEMENT

This Agreement contains the full and complete agreement between you and Peeq, and fully supersedes any and all prior offers, discussions, agreements or understandings, whether written or oral, pertaining to you and Peeq related to the Platform or the subject matter of these Terms. To the extent that you are subject to any Additional Terms, then those Additional Terms shall prevail to the extent there is a conflict. Notwithstanding, to the extent that there are transactional relationships separate and distinct from the relationship contemplated under these Terms that are subject to separate agreements, then the terms of those separate agreements shall prevail.

22. CONNECT WITH PEEQ

For more information, please visit <u>www.peeq.inc</u>.