

Terms of Use

QRake Terms of Use

(Effective as of 5/23/2017)

Welcome to QRake (the “Service”). The following Terms of Use apply when you view or use the Service via our website located at <http://www.qrake.com> or by accessing the Service through clicking on the QRake/QRake Biz application (the “App”) on your mobile device. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

PRIVACY POLICY

Japulatech LLC (the “Company”) respects the privacy of its Service users. Please refer to the Company’s Privacy Policy (found here: http://www.qrake.com/docs/Privacy_Policy.pdf) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

ABOUT THE SERVICE

The Service is a universal mobile loyalty rewards application. QRake allows users to track their earned rewards points from participating businesses they have visited. These points are earned when users display their unique QR code to businesses from their mobile device and businesses scan this code with the QRake Biz app. Points can also be earned by using phone number. Users then use their earned points to collect rewards that businesses have established through their rewards program.

Businesses that register through www.qrake.com will create their own business profiles for the App and they will become viewable to users of the App. Businesses create their own rewards goals for the App and designate their own business locations. Each location that is added for a business will require its own email and password for using the App.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 13 years old and a resident of the United States to register for and use the

Service.

If you are a user who signs up for the Service, this will create a personalized account which includes a unique username and a password to access the Service and to receive messages from the Company.

You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

USE RESTRICTIONS.

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalized account, you may be able to provide (“User Content”). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does

not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at support@qrake.com.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, the Company may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation

of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringer Accounts. The Company respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, the Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) (“DMCA”) by sending the following information in writing to the Company’s designated copyright agent at QRAKE

P.O. Box 299
Warrenville, IL 60555:

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner

complained of is not authorized by the copyright owner, its agent, or the law; and

7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the Company's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of

all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to support@qrake.com or mail to the following postal address:

Customer Support

QRAKE
P.O. Box 299
Warrenville, IL 60555

Opting out may prevent you from receiving messages regarding the Company or special offers.

THIS SECTION SPECIFIC TO BUSINESS PORTAL

Use of Passwords; Internet

You are responsible for providing and administering usernames and passwords for all Users (the “Log-In Information”). Each User must have a valid username and password for the purpose of accessing the Qrake Biz App. You and your Users must keep all Log-In Information strictly confidential. Log-In Information may be used only by the assigned User and may not be shared or transferred without your consent and control.

You and your Users are responsible for maintaining the confidentiality of that User's username and password. You and your Users are responsible for any and all activities that occur under all your Users' accounts. You agree to notify the company immediately of any unauthorized use of your Users' accounts or any other breach of security. The Company will not be liable for any loss that you or a User may incur as a result of someone else using your Users' passwords or accounts, either with or without the applicable Users' knowledge.

The Company does not guarantee the security of any information transmitted to or from you or from its hardware or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

Permitted and Prohibited Use

Limited Use. You and your Users may access the Service and use the Service solely to support and operate in your internal business the Products purchased by you from the Company; and the Services web-based business portal (“the “Portal”). The Company reserves the right, in its sole discretion, to limit your and/or your Users' use of the Service in the event that the Company determines that your and/or your Users' use thereof to be inconsistent with such purposes, and/or otherwise inconsistent with these Terms of Purchase and Use.

Prohibited Uses. You agree, for yourself and all your Users, as a condition of use of the Service, not to use the Service for any purpose that is unlawful or prohibited by

these terms, conditions, and notices. You and your Users may not use the Service in any manner that could damage, disable, overburden, or impair any Company or subscriber server, or the network(s) connected to any Company or subscriber server, or interfere with any other party's use and enjoyment of any of the Services. You and your Users may not attempt to gain unauthorized access to any part of the Service, other accounts, computer systems or networks connected to any Company or subscriber server or to any part of the Service, through hacking, password mining or any other means. You and your Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service. Except as expressly set forth herein, you and your Users may not copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Service, or any associated applications, tools or data thereof; disassemble, decompile, or reverse engineer the software used to provide the Service, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the Service; or take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service control or security systems, or allow or assist a third party to do so.

Suspension of Service. The Company may at any time suspend (or require that you suspend) the access of Users to the Service and/or disable their Login Information in the event of violation of these terms and conditions. Grounds for doing so are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if the Company or you have had reason to suspect any such User is engaged in activities that may violate these Terms of Purchase and Use, applicable laws, or subscriber policies, or are otherwise deemed harmful to the Company, your organization, your and our respective network or facilities, or other Users. The Company shall not be liable to any User for suspension of Service, regardless of the grounds.

Ownership; Subscriber and User Submissions

As between you and your Users and the Company, the Service, any material or information provided pursuant to the Service, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by the Company, its agents or contractors, are the property of the Company, and are protected by

United States and international copyright, trademark and patent laws, as applicable. By using the Service, neither you nor your Users gain any ownership interest in such items.

The Company does not claim ownership of the usage information you or your Users provide for the use and operation of the Service. The Company and its vendors and contractors may use such information to operate and administer the Service. In addition, the Company may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

The Company reserves the right to upgrade, modify, replace or reconfigure the Service at any time, provided that you will be provided at least thirty (30) days' advance notice for changes that materially and adversely affect any use of the Service. The Company may also change the fee schedule, support terms, and service level agreements for the Service subject to at least thirty (30) days' advance notice, except that the change will not apply for the remainder of the Term of Service to the amount and type of Service you have contracted for under existing Order Forms. Any such notice may be given and shall be effective if posted by the Company in the "Business Portal" section of www.qrake.com website (), or if provided in an email sent to your account representative, or if included in any amendment, extension or new version of this Agreement or any Order Form.

Payments, etc.

You agree to pay at the time indicated in each Order all payments due from you thereunder. If not otherwise indicated, all payments are due as stated in the Service Business Portal for each service or Add-on that is added to your account.

You agree to accept payment terms as stated on the Service's Business Portal. All payments are due as stated on the Business Portal unless otherwise indicated. Some payment terms differ and you agree to pay for each service or Add-on as it becomes due.

You agree to accept responsibility for paying and reporting (a) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the Products or Service or on account of your acquisition or ownership or use of the Products (exclusive only of taxes based on net income derived by the Company), and (b) all foreign taxes, export or import tariffs, and custom duties, however

designated, levied or based in connection with the sale conducted hereby, the purchase price of the Products and the Service, or your acquisition or ownership or use of the Products. You agree to hold the Company harmless from all claims and liability arising in connection with Purchaser's failure to report or pay such taxes.

You agree that the Company and its assigns shall have a security interest in the Products until you have paid in full the total purchase price of those Products shown in each applicable Order Form. You agree that this agreement shall be a security agreement as defined by the Uniform Commercial Code in effect in the jurisdiction in which the Products are located and the Company is authorized to execute and file financing statement or other recordings in order to document the security interest.

In the event that you default in any of the terms and conditions of the Service Subscription Agreement, including these Terms of Purchase and Use and any Order Forms completed and approved thereunder, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, the Company shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price due and payable plus all service fees that would otherwise come due for the remainder of the Term of Service, together with interest thereon at the lesser of 18% per annum or the then highest allowable legal rate per annum; (b) Without demand or legal process, you authorize the Company's agents to enter into the premises where the Products may be found and take possession and remove the same and you specifically waive any claim or right of action for trespass or damages in connection with the Company's exercise of such right. The Company shall have the right to sell, lease or retain the Products in complete or partial satisfaction of any outstanding claim and to retain all prior payments in respect of the purchase price or Products and previously accrued service fees. Notwithstanding the taking of possession by the Company of the Products, you shall remain liable for the total purchase price for the Products and all service fees that would otherwise come due for the remainder of the Term of Service; and/or (c) To terminate this Agreement as to any or all of the Order Forms. All remedies of the Company hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of the Company to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Company of any right or

remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

Featured Listing

Featured Listing is available as an Add-on to the Service's Business account. Featured Listing is a promotional feature for your Business which randomly selects multiple featured businesses from our database and displays them at the top of the business list on the Service's customer App. Since the featured business selections are done randomly there is no guarantee on the amount of times your business will be shown in the customers App. Your Featured Listing will end on the last day of its term that was selected during purchasing on the Service's Business Portal.

END - SECTION SPECIFIC TO BUSINESS PORTAL

WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES,

HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from 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. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company’s rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Illinois, without regard to conflict of law provisions.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT http://www.qrake.com/docs/Privacy_Policy.pdf REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.