# TERMS OF SERVICE

*Last Updated*: 13th, Sept, 2026

Please read these Terms of Service (the "Agreement") carefully. Your use of the Platform (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and MP Travel 1, LLC ("Company" or "we" or "us") concerning your use of and access to the platform currently located at https://www.megprimepay.com/ (together with any available services, materials, and successor sites, the "Platform"). You acknowledge and agree that Xeni, Inc. operates as the underlying technology platform and merchant of record for transactions processed through the Platform. By accessing or using the Platform, you expressly agree to be bound by Xeni, Inc.'s Terms of Service, which are hereby incorporated by reference, in addition to any supplementary terms posted by the Company.

BY USING THE PLATFORM, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE.

The Platform is directed to businesses. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE PLATFORM ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "your" in this Agreement will refer to both the individual using the Platform and to any such Organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 19 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

**About the Platform:** We make available our proprietary travel booking engine (the "Booking Engine") through our Platform. The Booking Engine connects travel management services, travel agencies and other similar businesses (and their respective employees, contractors, and clients) with travel products and services of third party suppliers ("Travel Suppliers"), and allows Platform users that have opened an account with us ("Users") to create, modify and view travel itineraries and to purchase, reserve, acquire, rent or consummate, or approve the purchase, reservation, acquisition, rental or consummation of ("Reserve"), travel products or services, including, flights, accommodations, or rental cars ("Travel Bookings") that are provided by the Travel Suppliers.

Travel Bookings made available through the Booking Engine by the Travel Suppliers are subject to the applicable Travel Supplier's terms, conditions, rules and policies, including refund, exchange, and cancellation policies (the "Travel Supplier Policies"). Once a Travel Booking has been Reserved, we act as an intermediary between Users and Travel Suppliers. We seek to transmit the relevant details of the Travel Booking to the relevant Travel Suppliers. We do not sell, resell, lease, rent, package or otherwise offer any travel product or service. For clarity, if you use the Booking Engine to Reserve a Travel Booking, you will enter into a direct relationship with the relevant Travel Supplier(s) for the Travel Booking. You agree to abide by all Travel Supplier Policies.

The availability through the Platform of any listing, description or image of or related to any Travel Bookings does not imply our endorsement of such Travel Bookings or affiliation with the Travel Suppliers.

All content and information relating to Travel Bookings displayed on the Platform, including prices, ("Travel Booking Content") is provided by the Travel Suppliers. We are in no way responsible for the completeness, accuracy, reliability, validity or timeliness of such Travel Booking Content. Such Travel Booking Content and the availability of any Travel Booking (including the validity of any coupon or discount) are subject to change at any time without notice.

WE ARE NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF TRAVEL SUPPLIERS OR USERS. WE ARE NOT A CONTRACTING AGENT FOR OR REPRESENTATIVE OF YOU, ANY USER, OR ANY TRAVEL SUPPLIER. ANY LEGAL CLAIM YOU MAY HAVE RELATED TO TRAVEL BOOKINGS MUST BE BROUGHT AGAINST THE APPLICABLE TRAVEL SUPPLIER DIRECTLY. YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS RELATED TO THE TRAVEL BOOKINGS MADE BY YOU THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO MISREPRESENTATIONS BY TRAVEL SUPPLIERS.

**1. Changes**. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Platform. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Platform following any changes to this Agreement will constitute your acceptance of such changes. The "*Last Updated*" legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Platform (including access to the Platform via any third-party links); charge, modify or waive any fees required to use the Platform; or offer opportunities to some or all Platform users.

**2. Information Submitted Through the Platform**. Your submission of information through the Platform is governed by Xeni Inc.'s's Privacy Policy, located at https://www.xeni.com/privacy-notice (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Platform is and will remain accurate and complete, and that you will maintain and update such information as needed.

**3. Jurisdictional Issues**. The Platform is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The Platform may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Platform is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Platform's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

**4. Rules of Conduct**. In connection with the Platform, you must not:

- Post, transmit or otherwise make available through or in connection with the Platform any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Platform any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Platform for any purpose that is fraudulent or otherwise tortious or unlawful.

- Harvest or collect information about users of the Platform.
- Use an invalid payment method or any payment method that you have not been authorized to use for making a Travel Booking.
- Provide inaccurate or incomplete information when Reserving a Travel Booking or Reserve a Travel Booking that you have not been authorized to Reserve.
- Interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available, including by hacking or defacing any portion of the Platform; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Platform.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Platform except as expressly authorized herein, without Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Platform, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Platform.
- Frame or mirror any portion of the Platform, or otherwise incorporate any portion of the Platform into any product or service, without Company's express prior written consent.
- Systematically download and store Platform content.
- Use any robot, spider, Platform search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Platform content, or reproduce or circumvent the navigational structure or presentation of the Platform, without Company's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Platform's root directory, Company grants to the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Platform.

**5. Reserving Travel Bookings**. You represent and warrant that you have all the requisite power and authority to enter into and perform the obligations under this Agreement on behalf of any persons included in a Travel Booking. You must provide accurate information when making a Travel Booking; you are solely responsible for the accuracy of all information that you provide when making a Travel Booking, and we will not be responsible or liable for any inaccuracy with respect to any such information. Some Travel Suppliers may have different booking age restrictions, so you should review the appropriate Travel Supplier Policies for details. The availability of any Travel Booking is subject to change at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and consummation of any Travel Booking.

It is your responsibility to ensure that you meet foreign entry requirements and have obtained any necessary visas for your international travel, and that your passport will be accepted. You may be required to obtain a visa to transit a country, even if that country is not your final destination. We have no special knowledge regarding foreign entry requirements or travel documents. We urge you to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations. We are not liable if you are refused entry onto a flight or into any country due to

your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. Travel to certain destinations may involve greater risk than others. We urge Users to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations.

We reserve the right, in our sole and absolute discretion, to deny you access to the Platform or from Reserving any Travel Booking, or any portion of the Platform, including by closing or disconnecting your account, at any time without notice and without reason.

**6. Pricing; Cancellations**. Because we have no control over the Travel Bookings, and because we do not verify the Travel Booking Content, it is not possible for us to guarantee the prices displayed on the Platform. Prices for Travel Bookings change constantly and additional charges (e.g., payment fees, services charges, checked-in luggage fees, local taxes, and fees) may apply, as determined in the sole discretion of Travel Suppliers. Travel Booking prices displayed on the Platform at checkout include any applicable commissions for travel agents or managers, as well as our commission.

If you have any issues or disputes with respect to a Travel Booking, you agree to address and resolve these with the Travel Supplier and not with us. We have no control over Travel Supplier or any Travel Supplier Policies. If the Travel Supplier allows for refunds or credits, we will refund the credit card used for the Travel Booking or provide you with a credit for future Travel Bookings through the Platform as permitted under the applicable Travel Supplier Policies. Alternatively, the Travel Supplier may provide you with a credit toward future bookings directly with such Travel Supplier.

**7. Transactions**. We may make available the ability to purchase Travel Bookings (a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Company reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Travel Booking; to impose conditions on the honoring of any coupon, discount or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Travel Booking. You agree to pay all charges incurred by you or on your behalf through the Platform, at the prices in effect when such charges are incurred, including all fees, commissions, and service charges. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Travel Booking.

**8. Registration; User Names and Passwords**. You may need to register to use all or part of the Platform. In order to make a Travel Booking through the Platform, you must establish an account with us. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Platform account.

**9. Feedback**.

If you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Platform or otherwise, you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation. You hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Feedback, and your provision thereof through and in connection with the Platform, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Feedback that you may have under any applicable law under any legal theory.

**10. Monitoring**. We may (but have no obligation to) monitor, evaluate, alter or remove Travel Bookings before or after they appear on the Platform, or analyze your access to or use of the Platform. We may disclose information regarding your access to and use of the Platform, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

**11. Your Limited Rights**. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Platform, you may view one (1) copy of any portion of the Platform to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use.

**12. Company's Proprietary Rights**. We and our suppliers own the Platform, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include [LICENSEE TRADEMARKS] and any associated logos. All trade names, trademarks, service marks and logos on the Platform not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Platform should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

**13. Third Party Materials; Links**. Certain Platform functionality may make available access to information, products, services and other materials made available by third parties, including Travel Booking Content ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole

or part) through the Platform at any time. In addition, the availability of any Third Party Materials through the Platform does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

**14. Promotions**. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") made available through the Platform may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules, including any applicable Travel Supplier Policies, as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

**15. DISCLAIMER OF WARRANTIES**. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE PLATFORM AND ANY TRAVEL BOOKINGS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; (B) WE DO NOT WARRANT THAT ANY INFORMATION OR CONTENT AVAILABLE ON THE PLATFORM, INCLUDING, PRICING OR OTHER TRAVEL BOOKING CONTENT, IS CORRECT, ACCURATE OR RELIABLE AND (C) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PLATFORM AND ANY TRAVEL BOOKINGS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS (INCLUDING XENIAPP INC.), SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Platform, we do not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Platform. If you become aware of any such alteration, contact us at info@xeni.com with a description of such alteration and its location on the Platform.

**16. LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (II) ANY DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM OR FROM ANY TRAVEL BOOKING OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH (III) THE TRAVEL SERVICES RENDERED AND PRODUCTS OFFERED BY THE TRAVEL SUPPLIER; (IV) ANY INACCURACIES RELATING TO THE THIRD PARTY MATERIALS (INCLUDING TRAVEL BOOKING CONTENT), (V) TRAVEL TO ANY DESTINATIONS; OR (VI) ANY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE), LOSSES, OR COSTS INCURRED OR PAID BY YOU DUE TO ANY ACTS OR OMISSIONS BY OR ATTRIBUTABLE (WHOLLY OR PARTLY) TO TRAVEL SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS,

SUPPLIERS AND SERVICE PROVIDERS) ; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PLATFORM OR RESERVATION OF TRAVEL BOOKINGS OR THIRD PARTY MATERIALS IS TO STOP USING THE PLATFORM; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE PLATFORM, OR (II) FIFTY DOLLARS ($50.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

**17. Indemnity**. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Platform (including all Travel Bookings); and (b) any violation or alleged violation of this Agreement by you.

**18. Termination**. This Agreement is effective until terminated. Company may terminate or suspend your use of the Platform at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Platform will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2–6, 8–10 and 12–23 shall survive any expiration or termination of this Agreement.

**19. Governing Law; Arbitration**. The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. The Commercial Arbitration Rules are available online at https://www.adr.org/Rules. Any in-person appearances will be held in New York County in the State of New York. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof and any federal or state court located in New York County in the State of New York, shall have such jurisdiction.

**20. Filtering**. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) may be commercially available to assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections should be available at https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed on such Platform.

**21. Information or Complaints**. If you have a question or complaint regarding the Platform, please send an e-mail to info@xeni.com You may also contact us by writing to 157 Columbus Ave, New York, NY 10023, or by calling us at +1 888-252-5635 Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**22. Export Controls**. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

**23. Miscellaneous**. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. The parties hereby designate Xeniapp, Inc. as a third-party beneficiary of this Agreement. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Platform or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

The Platform is protected by copyright laws and other intellectual property rights. All rights reserved.