

These terms and conditions (the “Terms”) govern Your access to and use of Zumi’s Website and web-application (collectively, the “Website”). By using the Website, You agree to be bound by the Terms, the Zumi Privacy Policy and all other guidelines or policies referenced herein and on the Website (collectively, the “User Agreement”).

PLEASE READ THE USER AGREEMENT CAREFULLY. YOUR USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THE USER AGREEMENT. DO NOT USE THE WEBSITE IF YOU ARE UNWILLING OR UNABLE TO ABIDE BY THE USER AGREEMENT.

YOU AGREE TO ABIDE BY ALL APPLICABLE LOCAL, STATE, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS.

1. DEFINITIONS

- a) “User” is someone who accesses, browses or in any way uses the Website. The terms “You”, “Your” and “Yourself” refer exclusively to You, as a User of the Website. The terms “We”, “Us”, “Our”, and “Zumi” refer exclusively to Zumi Tattoo Booking, LLC, an Illinois limited liability company. Each of “You”, “Your”, “Yourself” and “We”, “Us”, “Our” and “Zumi”, is a “Party” and collectively, the “Parties”.
- b) “Content” means text, images, photos, audio, video and all other forms of data or communication. “Your Content” means Content that You submit or transmit to or through the Website, such as images, ratings, reviews, invitations, correspondences, and, any and all information that You include as part of Your account profile and account verification, including, but not limited to, Your email address, password, postal address, pronouns, and name. “User Content” means Content that Users submit or transmit to or through the Website. “Zumi Content” means Content that Zumi creates and makes available on the Website. “Third Party Content” means Content that is made available on the Website by parties other than Zumi or its Users, such as data providers who license data to Zumi for use on the Website. “Website Content” means all of the Content that is made available on the Website, including Your Content, User Content, Third Party Content, and Zumi Content.

2. ELIGIBILITY

You must be at least 18 years old to register for and use the Website.

You may not access or use the Website if: (1) You believe You are a competitor of Zumi, (2) Zumi deems You as a competitor, or (3) Zumi has previously banned You from the Website. If You use the Website on

behalf of a company, entity or organization, You represent that You are an authorized representative of such company, entity or organization with the authority to bind it to the User Agreement (which authority You hereby exercise). To the extent that You do not meet the eligibility requirements as set forth herein, Zumi may, at its sole discretion, elect to terminate Your account.

3. CHANGES TO THE USER AGREEMENT

Zumi reserves the right, at its sole discretion, to change, modify, add or remove portions of the User Agreement, to reflect changes to the law or changes to the Website. You should look at the User Agreement regularly. When changes are made, Zumi will notify You by making the revised version available on the Website and will indicate on the Website the date on which revisions were last made. Changes will not apply retroactively and will become effective no sooner than thirty days after they are posted for pre-existing accounts. However, changes addressing new functions for the Website or changes made for legal reasons will be effective immediately. If You do not agree to the modified terms, You should discontinue Your use of the Website. You should revisit the User Agreement on a regular basis as revised versions will be binding on You. Your continued use of the Website after any posted modification to the User Agreement indicates Your assent to the modified and/or restated User Agreement.

4. USER ACCOUNTS

To use some of the features on the Website, You may be required to create an account and provide information about Yourself to Zumi. You are exclusively responsible for maintaining the confidentiality of Your account password. You are also exclusively responsible for all activities that occur in connection with Your account. You agree to notify Zumi immediately of any unauthorized use of Your account. Zumi reserves the right to close Your account at any time for any or no reason. There are two types of accounts:

- a) "Personal Account" is an account for Your personal, non-commercial use only. In creating a Personal Account, Zumi asks that You provide complete and accurate information about Yourself. You may not impersonate or provide an email address other than Your own, or create multiple Personal Accounts.
- b) "Business Account" is an account to be used solely for the purpose of representing Your business on the Website. In creating or updating a Business Account, You must be an authorized representative of the business in question, and You must provide complete and accurate information about Yourself and the business You represent. You may not provide an email address that is not Your own or create multiple Business Accounts for the same business. By using the Website, Your Business Account accepts the User Agreement. It will hold harmless and indemnify Zumi from any

claim, suit or action arising from or related to the use of the Website or violation of the User Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

5. USE OF THE WEBSITE

Zumi grants You permission to use the Website subject to the restrictions in the User Agreement. In using the Website, You may be exposed to Content that is offensive, indecent, untruthful, inaccurate, objectionable, defamatory or otherwise inappropriate. Zumi does not endorse such Content and as part and parcel of the User Agreement, specifically precludes all Users from submitting or posting such to the Website. Use of the Website is available on mobile devices. Do not use the Website in a way that distracts You and prevents You from obeying traffic or safety laws.

6. USE RESTRICTIONS

Zumi is under no obligation to enforce the User Agreement on Your behalf against another User. While Zumi encourages You to let Zumi know if You believe another User has violated the User Agreement, Zumi reserves the right to investigate and take appropriate action at Zumi's sole discretion.

YOU AGREE NOT TO, AND WILL NOT ASSIST OR ENABLE OTHERS TO:

- a) use the Website to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another User's use of the Website;
- b) use the Website to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- c) use the Website for promotional or commercial purposes, except in connection with a Business Account and as expressly allowed in writing by Zumi;
- d) use the Website in a manner that may create a conflict of interest, such as trading reviews with other business owners, compensating someone or being compensated to write or remove a review, or by writing a fake or defamatory review;
- e) use the Website for keyword spamming or to otherwise attempt to manipulate natural search results;
- f) use the Website to promote bigotry or discrimination against any persons or other Users for any reason;
- g) use the Website to violate any third-party rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any person or entity;

- h) use the Website to submit or transmit any nude images of any kind, pornography or illegal content;
- i) use the Website to solicit personal information from minors or to harm or threaten to cause harm to minors;
- j) use the Website in violation of these or any applicable law;
- k) modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Website, or Website Content (other than Your Content) or other User Content, except as expressly authorized by Zumi;
- l) reverse engineer any portion of the Website;
- m) remove or modify any copyright, trademark or other proprietary rights notice on the Website or on any materials printed or copied off of the Website;
- n) record, process or mine information about other Users;
- o) use any robot, spider, Website search/retrieval application or other automated device, process or means to access, retrieve, scrape or index the Website or any Website Content;
- p) access, retrieve or index the Website to for purposes of constructing or populating a search-able database of business reviews;
- q) reformat or frame any portion of the Website;
- r) take any action that imposes, or may impose in Zumi's sole discretion, an unreasonable or disproportionately large load on Zumi's computer systems;
- s) attempt to gain unauthorized access to the Website, User accounts, computer systems or networks connected to the Website through hacking, password mining or any other means; use the Website or any Website Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website; make excessive traffic demands; use the Website to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Website or Website Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of Website Content, or features that enforce limitations on the use of the Website; and make any untruthful or defamatory statements.

7. PERMISSION TO USE YOUR CONTENT

Zumi may use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, prepare derivative works of, reformat, promote, incorporate into other works, and create derivative works, of Your Content. As such, You hereby irrevocably grant Zumi a world-wide,

perpetual, non-exclusive, royalty-free, assignable, sub-licensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the Website's Users and the Users of any Other Media the right to access Your Content in connection with their use of the Website and any Other Media. You irrevocably waive, and cause to be waived, against Zumi and Zumi Users any claims and assertions of moral rights or attribution with respect to Your Content.

8. RESPONSIBILITY FOR YOUR CONTENT

You are responsible for and assume all risks associated with Your Content, including, but not limited to, anyone's reliance on its accuracy, quality, reliability, completeness or usefulness, or any disclosure by You of information in Your Content that makes You personally identifiable. You represent that You own, or have the necessary permissions to use, and authorize the use of, Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Zumi, unless expressly granted by Zumi. You may expose Yourself to liability if, for example, Your Content violates any third-party right, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity or any other intellectual property or proprietary right; contains material that is false, intentionally misleading, or defamatory; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

9. USE OF CONTENT

Zumi may remove or reinstate User Content from time to time at Zumi's sole discretion. For example, Zumi may remove an image if Zumi believe it violates the User Agreement. Zumi has no obligation to retain or provide You with copies of Your Content, nor does Zumi make any guarantees or representations concerning any confidentiality with respect to Your Content. Zumi and its licensees may display advertisements and other information adjacent to or included with Your Content on the Website and Other Media. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to You. User Content (including any that may have been created by Users employed or contracted by Zumi) does not necessarily reflect the opinion of Zumi. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at Zumi's sole discretion for any reason or no reason, and without notice to You. For example, Zumi may remove an image if Zumi believe it violates the User Agreement. Zumi has no obligation to retain or provide You with copies of Your Content, nor does Zumi guarantee any confidentiality with respect to Your Content.

10. APPOINTMENT POLICY AND NO REFUNDS

As part of the services offered by the Website, Zumi permits its Users through both Personal Accounts and Business Accounts to make and reserve appointments with other Users. In the event that an appointment has been reserved, the User's to that appointment covenant and agree that they will arrive at the designated appointment. In the event that a User is unable to make the appointment after scheduling such, he/she/it is responsible for providing notice to the other User. You acknowledge and agree that Zumi may suspend or terminate Your account in the event that You fail to appear at any scheduled appointment. You represent, covenant and agree further that You will not make any appointments at which You do not intend to appear and You covenant and agree further to refrain from any and all conduct which may be adverse to the interest of each of the businesses featured on the Website. Each User covenants and agrees to defend, indemnify and hold harmless Zumi from and against any and all conduct which may be adverse to any of the businesses soliciting appointments on the Website.

Users must request and submit a deposit using Stripe that is integrated into Zumi's API to reserve an appointment. This is a non-refundable deposit.

11. COPYRIGHT DISPUTE POLICY

Zumi has adopted the following policies and procedures with regard and copyright infringement in accordance with Title 17, United States Code, Section 512(c), which is part of the Digital Millennium Copyright Act ("DMCA"). It is Zumi's policy to (i) respond to notices of alleged copyright infringement that comply with the DMCA; and (ii) terminate the accounts of Users determined by Zumi to be a "repeat infringer" as referenced in the DMCA. Zumi reserves the right to remove content alleged to be infringing without prior notice and at Zumi's sole discretion.

- a) Procedure for Reporting Copyright Infringements. If You are a copyright owner or agent thereof, and believe that Your copyright is being infringed in connection with the Website, please send a written notification to the Designated Agent at support@zumibook.ink detailing the alleged infringement. Your written notification must include:
 - i. Identification of the copyrighted work that You claim has been infringed;
 - ii. Identification of the Content on the Website that allegedly infringes upon the copyrighted work at issue, and information reasonably sufficient to permit Zumi to locate such Content;
 - iii. A statement by You that You have a good faith belief that the use of the Content identified in Your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
 - iv. A statement by You that You attest, under penalty of perjury, that the information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf; and

- v. Your physical or electronic signature, together with Your contact information (address, telephone number and, if available, email address). Please note that Zumi may, at its sole discretion, send a copy of such notices to third parties for publication. Please note that You may be subject to liability under Section 512(f) of the DMCA if You materially misrepresent that content on the Website infringes Your copyright.
- b) Procedure to Supply a Counter-Notice to the Designated Agent. If You believe that Content has been mistakenly removed from the Website pursuant to this Copyright Dispute Policy, You may send a written counter-notice to the Designated Agent at support@zumibook.ink. Your written counter-notice must include:
- i. Identification of the copyrighted Content that was removed, and the location on the Website where it would have been found prior to its removal;
 - ii. A statement under penalty of perjury that You have a good faith belief that the Content was removed as a result of a mistake or misidentification;
 - iii. A statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located, or if Your address is located outside the United States, for any judicial district in which Zumi is located, and that You will accept service of process from the person who sent the original infringement notice to Zumi, or an agent of such person; and
 - iv. Your physical or electronic signature, together with Your contact information (address, telephone number and, if available, email address).

12. WEBSITE AVAILABILITY

Zumi reserves the right to modify, update, or discontinue the Website at Zumi's sole discretion, at any time, for any or no reason, and without notice or liability.

13. UNAUTHORIZED ACCESS

Zumi reserve the right to exercise whatever lawful means Zumi deems necessary in order to prevent unauthorized access to or use of the Website, including, but not limited to, technological barriers, IP mapping and contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

14. INVESTIGATIONS

Zumi is under no obligation to monitor the Website or Website Content. However, Zumi reserves the right to investigate possible violations of the User Agreement, block Users from the Website, and refer matters to law enforcement authorities for further investigation. We may disclose information to third parties, including Your Content, in accordance with the Privacy Policy.

15. TERMINATION

Zumi may terminate or suspend Your account or ability to use the Website, in whole or in part, at Zumi's sole discretion, for any or no reason, and without notice or liability of any kind. For example, Zumi may terminate or suspend Your account or ability to use the Website if You breach the User Agreement or are suspected of involvement in illegal activity. Any such termination or suspension could prevent You from accessing Your account, the Website, Your Content, Website Content or any other related information. You may terminate the User Agreement at any time by closing Your account by contacting support@zumibook.ink, and discontinuing Your use of any and all parts of the Website. If You or Zumi closes Your account, Zumi will use commercially reasonable efforts to stop displaying Your account profile on the Website and delete Your Content, any and all information that You include as part of Your account profile and account verification, including, but not limited to, Your email address, password, postal address, pronouns, and name. In the event of any termination, the User Agreement will continue in full force and effect.

16. OWNERSHIP

We own the Zumi Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Website. As such, You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Zumi Content in whole or in part except as expressly authorized by Us. Except as expressly and unambiguously provided herein, Zumi does not grant You any express or implied rights, and all rights in and to the Website and the Zumi Content are retained by Zumi.

17. WARRANTIES

ZUMI DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. ZUMI CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. ZUMI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF

ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ZUMI DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY ZUMI SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST ZUMI FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

18. LIMITATION OF LIABILITY

Except where prohibited by law, in no event will Zumi be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Zumi has been advised of the possibility of such damages.

If, notwithstanding the other provisions of the User Agreement, Zumi is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any Content, Zumi's liability shall in no event exceed the greater of (1) the total of any fees with respect to any service or feature of or on the Website paid in the six months prior to the date of the initial claim made against Zumi, or (2) US\$1.00.

19. INDEMNITY

BY USING THE WEBSITE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD ZUMI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY ZUMI AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THE USER AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THE USER AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS

DECISION TO REMOVE OR DENY ACCESS TO ANY INFORMATION OR CONTENT, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF ZUMI'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THE USER AGREEMENT.

20. THIRD PARTIES

The Website may include links to third party websites, applications, software, or content (each, a "Third Party Content"). Zumi does not control or endorse any Third Party Content, and You agree that Zumi is not responsible for the availability or contents of such Third Party Content. Your use of a Third Party Content is at Your own risk. You may not distribute, sell, rent, sublicense or lease such Third Party Content, in whole or in part, to any third party; and You may not use it for any other purpose other than Your personal, non-commercial use. Such Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Zumi, and Zumi is not responsible for any Third Party Content accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Content does not imply approval or endorsement thereof by the Company.

21. CHOICE OF LAW AND VENUE

If there is any dispute about or involving the Website or Zumi, You agree that any such dispute will be exclusively governed by the laws of the State of Illinois without regard to its conflict of law provisions. You agree to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts in and for Cook County, Illinois. The Parties do not intend for this provision to negate or limit any provision of this User Agreement, nor of any other agreement between the Parties, that requires (1) mediation, arbitration or other non-judicial dispute resolution procedure; nor (2) non-binding action to attempt to resolve a dispute by agreement, such as (for example) escalation of the dispute to higher levels of the Parties' managements; early neutral evaluation; negotiation; and/or remediation

22. MEDIATION - ARBITRATION

If any dispute, controversy or claim arising out of or relating to the Website, Zumi or the User Agreement or the breach, termination, non-renewal of the User Agreement or the validity of the User Agreement cannot

be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

If mediation fails to settle the dispute, the Parties agree the dispute shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction.

23. FORCE MAJEURE

In the event any Party is unable to perform its obligations or current modifications of obligations under the terms of the User Agreement because of acts of God, National Emergency, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any such failure to perform or otherwise from such causes.

24. MISCELLANEOUS

- a) No agency, partnership, joint venture or employment is created as a result of this User Agreement, and You do not have any authority of any kind to bind Zumi in any respect whatsoever.
- b) Zumi may provide You with notices, including those regarding changes to the User Agreement by email, regular mail or postings on the Website, in Zumi's sole discretion.
- c) Except as otherwise stated nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- d) The User Agreement constitutes the entire agreement between You and Zumi regarding the use of the Website, and supersedes any prior agreement between You and Zumi on such subject matter. The Parties acknowledge that no reliance is placed on any representation made but not expressly contained in the User Agreement.
- e) Any failure on Zumi's part to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

- f) If any provision of the User Agreement is found to be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render the User Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision to the minimum extent necessary so that the User Agreement shall otherwise remain in full force and effect and enforceable.
- g) The User Agreement is not assignable, transferable or sublicensable by You, except with Zumi's prior written consent, but may be assigned or transferred by Zumi without restriction. Any assignment attempted to be made by You in violation of this User Agreement shall be void.
- h) The section titles in the User Agreement are for convenience only and have no legal or contractual effect.
- i) You may contact Zumi at support@zumibook.ink.