



BEFORE YOUR USE THE QWICKPIX APPLICATION YOU MUST READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE

Terms of Service

BEFORE YOU CLICK ON THE “I AGREE” BUTTON, REGISTER FOR AN ACCOUNT, USE THE QWICKPIX (“QPX”)¹APPLICATION, OR OTHERWISE AGREEING TO THESE TERMS OF SERVICE, CAREFULLY READ THESE TERMS OF SERVICE. BY CLICKING ON THE “I AGREE” BUTTON, CREATING AN ACCOUNT, OR OTHERWISE AGREEING TO THESE TERMS OF SERVICE, YOU ARE REPRESENTING THAT (1) YOU ARE OF THE LEGAL AGE TO FORM A LEGALLY BINDING CONTRACT BETWEEN QPX, AND ALL OTHER COMPANIES ASSOCIATED WITH THE QWICKPIX APPLICATION IN THE JURISDICTION IN WHICH YOU LOCALLY RESIDE AND (2) YOU HAVE READ AND UNDERSTAND THESE TERMS OF SERVICE; AND (3) YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THESE TERMS OF SERVICE, WHICH IS A BINDING LEGAL AGREEMENT. ALL OF THE PROVISIONS OF THIS AGREEMENT REFER TO THE QWICKPIX APPLICATION, ITS OWNER DINER TECHNOLOGIES, LLC, AND ANY RELATED COMPANIES OR PERSONS ASSOCIATED WITH QPX. IF YOU ARE ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR OTHER LEGAL ENTITY TO THESE TERMS OF SERVICE, AND THAT BY YOUR CLICK OF THE “I AGREE” BUTTON, REGISTERING FOR AN ACCOUNT WITH QPX, OR OTHERWISE AGREEING TO THESE TERMS OF

¹ QPX refers to the QwickPix technology application, its owner DINER TECHNOLOGIES, LLC, and any other associated service or company.

Effective Date: 2/25/2025

SERVICE, SUCH PERSON, COMPANY, OR OTHER LEGAL ENTITY IS HERBY BOUND. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SERVICE, CLICK THE "I DISAGREE" BUTTON, DO NOT CREATE AN ACCOUNT, OR DO NOT MOVE FORWARD WITH THE QPX APPLICATION AND THE REGISTRATION PROCESS WILL BE CANCELED, AND THE SERVICE (AS DEFINED BELOW) WILL NOT BE AVAILABLE FOR YOUR USE.

Acceptance

By the earliest to occur of your (1) clicking the "I Agree" button located at the bottom of these Terms of Service, (2) Creating An Account on the QwickPix Application, or (3) using the Service (as defined below) (including any revisions, updates, upgrades, modifications, enhancements, or new releases thereto), you accept and agree to be bound by these Terms of Service. By entering into these Terms of Service, you are also consenting (1) to the collection and handling of information as described in QPX's Privacy Policy, can be accessed through the application, and (2) to your receipt of text messages and emails in connection with the Service at the telephone number and email address you provide, including, without limitation, any initial message containing a registration code, password resets, any text messages or emails containing receipts (if we provide such functionality and you request them), and confirmation messages sent in response to any opt-out or other request you make; provided that, if you update such initial telephone number and/or email address in your account settings, then such text messages will be thereafter sent to such updated telephone number and/or email address.

These Terms of Service are an ongoing contract between you and QPX and applies to your use of the Service as made available in the United States or jurisdiction in which you reside. You agree not to use or attempt to use the Service from outside the United States until that jurisdiction is deemed available by the application. Different terms, conditions, and limitations may apply to the Service available in other jurisdictions.

Changes to Terms of Service

QPX reserves the right, from time to time, with or without notice, to change these Terms of Service in its sole and absolute discretion. All changes to these Terms of Service will be effective and binding upon you once they are displayed or posted in accordance with this paragraph. **You acknowledge and agree** that it is your responsibility to ensure that you are aware of the most current Terms of Service, QPX will notify you by displaying the new Terms of Service within the QwickPix Application or by posting them on the website or within the Application with your ability to access them. The most current version of the Terms of Service can be viewed in the application at all times by

Effective Date: 2/25/2025

navigating to it in the application's settings. **If you do not agree** to any change to these Terms of Service, you must **immediately cease** using the Service and delete the Application from your device(s). You can delete your account from your profile page.

Description of Service

QPX operates a technology platform that enables authorized users in certain locations to locate, find, hire, utilize, and/or request third parties that provide photography services via the authorized user's telephone or electronic device. Authorized user's are able to pay for these services through the application through the exchange of credits, purchased prior to the service ("the Service"). The Service may be accessed only by authorized users via a mobile device software application (the "Application" or "QwickPix Application"), certain text-based messaging protocols, and other websites. The Application also utilizes other third-party services for payment processing, text services, email services, and other services ("Channels"). Using these Channels, you may be able to store your payment information, set certain preferences, and other items. QPX does not store your financial information.

QPX is not an issuer, financial institution, or money transmission business. Further QPX is not an employer of the photographers you find, hire, and exchange credits with. QPX is not a photographer or photography service and does not have any control over the photographers, equipment, quality of service, location, behavior, employees, dispatchers, or quality control. QPX only provides a platform to (1) find willing photographers who are authorized users in certain areas who have created an account on the platform, who provide their own photography services, and (2) facilitate the transfer of credits for certain photography services that you request from those users.

Registration

To use the Service, you must first create and register an account (an "Account") either via an Application, a Website, or another Channel having such functionality. By registering an Account, you represent and warrant that you can enter into a legally binding agreement and that all information submitted by you during registration or otherwise via the Application, Website or other Channel is truthful, complete, and accurate. As part of the registration process you will be required to: (1) associate an email address with your Account (that serves as your username) and establish a password for your Account.

Account

You are solely responsible to maintain the confidentiality and security of your Account password and for all activities that occur on or through your Account, and you agree to

Effective Date: 2/25/2025

IMMEDIATELY notify QPX if you suspect any unauthorized use of your Account or access to your password. QPX shall not be responsible for any losses arising from the unauthorized use of your Account.

Further, you are responsible for providing and maintaining current, truthful, complete, and accurate information for your Account so long as you continue to use the Service. QPX, in evaluating from time-to-time your registration, Account, and eligibility to continue using the Service, may require you to provide additional information. Additionally, to use some aspects of the application, you may need to provide additional information. QPX reserves the right, in its sole and absolute discretion, to reject, suspend or terminate your Account (with or without notice), except as otherwise required by Applicable Laws (as defined below). QPX does not store any of your payment information. Your payment information is provided to third-party vendors who are licensed money transmitters and financial institutions. QPX reserves the right to require you to provide additional information in order to continue using or use the Service.

Transferring Credits for Photography Services

When you use the Service to locate, match, start a session, or find a person to serve as a photographer to complete photography services, you are deemed to have accepted the Service provided by QPX and that photographer. QPX will handle the transfer of credits from your account to the photographer's account. When you find a photographer who you would like to complete photography services, you or they are able to enter their token (also called "QPCode or QP Photographer ID") and you begin a photo shoot ("QPSession") with that person to serve as a photographer. At that moment, you are deemed to have accepted their services and will accept the result of the photography services without any guarantee to the quality, professionalism, or focus of the photos. QPX does not save your photos, they are saved to your own camera roll, but reserves the right to and may do so in the future for future features. Currently, your photos are saved to your own camera roll or storage on your electronic device, and QPX has no access to those photos if deleted or lost. Once the session is complete you agree to allow QPX to transfer to that photographer's account (or the account corresponding to the QPCode or Token provided) at least one credit for their photography services. Currently, Photography services are valued at 1 credit, but this amount may increase or decrease at any time. Any credits that are transferred for this service are non-refundable. However, you may have additional refund or change-back rights under the card agreement with your card issuer. You should consult the terms and conditions governing your payment card for more information. If you complete a charge-back for services provided to you unlawfully, QPX reserves the right to cease providing you

Effective Date: 2/25/2025

access to your account and to remove your ability to use the Service, or any and all QPX applications. If you are an authorized user and are acting as a photographer, you agree you own none of the photographs taken on the QwickPix application for other authorized users. Your sole benefit from taking these photographs is the transfer of QPCredit to your account. Any of the photos taken by you are not your property, artistic work, copyrightable items, and are the person's with whom you have entered a QPSession. You agree not to use those photographs and will have no access to the photographs after the session is complete and/or ended.

Your Use of the Service

Your use of the Service is for your sole personal use. The service is limited to facilitating and connecting its users with individuals who act as photographers and who will provide photography services. The Service and use of the QwickPix application is not meant to be used as a monetary exchange, other than for the exchange of a QPCredit for connecting you with a person or individual to complete temporary photography services. You will not use the service to send cash advances, or otherwise transfer money between you and a third party.

By accessing or using the Service, you agree to use the Service (including, without limitation, all features and functionalities associated therewith, any Channel, and software associated therewith), in accordance with these Terms of Service and all applicable laws, statutes, rules, and regulations ("Applicable Laws"). In addition, you agree that you will: (1) use the Service only for lawful purposes; (2) not upload, post, email, or otherwise send or transmit any material that contains software viruses or any other computer code, files, or program designed to interrupt, destroy or limit the functionality of the Service or any computer software or hardware or telecommunications equipment associated with the Service; (3) not impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity, including, without limitation, any person or entity affiliated with the Service; (4) not interfere with the servers or networks connected to any portions of the Service, or violate any of the procedures, policies, or regulations of networks connected to the Service; and (5) not impair or harm the Service (including, without limitation, any Channel) in any way whatsoever. QPX operates an application programming interface ("API") to send data to the QwickPix application. You agree not to maliciously use the API for any reason except for the purposes that the QPX application intends. If you do attempt to utilize the API in a non-authorized manner, you agree that QPX can remove, suspend, and terminate your account from the application. If you use the API in a malicious or non-authorized way to unjustly transfer yourself credits, take credits from another account, or cause financial loss to QPX, you agree to pay QPX the full amount

Effective Date: 2/25/2025

of the credits not appropriately obtained, interest, and cover any legal fees that QPX accumulates as a result.

Communications from QPX

You agree and consent to receive electronically all communications, agreements, documents, notices, statements, and disclosures (collectively, "Communications") that QPX provides in connection with your Account and your use of the Service.

Communications will be delivered by (a) posting a notice or message through the application or Channels; or (b) sending electronic mail to the email address associated with your Account. All Communications will be considered received by you within 24 hours of the time of such Communication is posted to any Channel or emailed to you. You also agree that your electronic signature on any agreement or documents in connection with the Service has the same effect as a physical signature.

Service Fees

For each QPSession that you originate in the service, you may be charged a base service fee. For any purchase through QPX's Service, Application, or Website you may be charged a base service fee. For any service that charges a fee through our application or website, you will be charged the full amount for those fees. You agree that QPX will not be responsible for any of those service fees associated to your account. For any base service fee assessed in accordance with this paragraph, you agree to pay such amount to QPX, and authorize QPX to charge such amount to a payment card associated with your Account if stored with its third party providers, or deduct the amount of QPCredits required to fulfill this amount. Additionally, if QPX must cover any portion of the fees charged to your account, you agree to pay QPX back as soon as possible, with interest.

For each QPSession that you originate via the Service, by having a code or token entered into your application or otherwise (QR Code Scan, Barcode Scan, manual interaction, or otherwise), finding the location of a photographer, or any other usage of the Service, you may be charged a base service fee or some amount of QPCredits. QPX reserves the right to change its payment model to include these fees when finding a photographer. For any base service fee assessed in accordance with this paragraph, you agree to pay such amount to QPX and authorize QPX to charge such amount to a payment card associated with your account. Additionally, if you choose to have Credits purchased when you run out on an automated basis, you grant QPX the ability and right to charge the payment card associated with your account for the full amount of the refill. These charges are non-refundable.

Effective Date: 2/25/2025

Credit Purchases. Through the Service, you have the option of purchasing credits, QPCredits. These QPCredits transfer to photographers from your account in exchange for their photography services and completing a QPSession. You agree that you may be charged a base service fee for these purchases. You agree that the service fee for these purchases are applied at the time of sale and do not depend on the usage or non-usage of these credits. You agree that any unused credits are not able to be refunded. You also acknowledge and agree that the purchase of QPCredits does not guarantee the Services find you a person to serve as a photographer, hire a photographer, provide photos, or that a photographer will be willing or available to provide to you photography services. You also agree that, due to service fees, QPX can set a minimum amount of credits that you must have in order to receive a “payout” and exchange those credits back for monetary value. As a photographer, you agree that you are completing any photography services on the Application for QPCredits, not monetary value. These QPCredits can be exchanged to both find additional photographers, or may be paid out to you through our Service providers. You agree that receiving an exchange of QPCredits for monetary value may have limitations and restrictions that can change at any time, with or without notice.

Advertising

In order to subsidize the Service, QPX may rely on advertising revenue. You consent to QPX’s placement and display of advertisements, offers, and promotions in or on any portion of the application or your telephone. You agree that QPX is not responsible for the content of these advertisements, offers, or promotions (“Advertising Content”), and any activity (including the purchase of goods and/or services), as well as accompanying terms of conditions, arising therefrom is strictly between you and the applicable third party. QPX does not sponsor or endorse, and shall not be responsible for: (a) any Advertising Content; (b) any goods or services featured in any Advertising Content; or (c) any sites linked from such Advertising Content. QPX expressly disclaims any and all liability for errors or omissions in any Advertising Content. You acknowledge that additional terms and conditions may apply to your use or acceptance of these advertisements, offers, and/or promotions.

Privacy

By using the Service, you consent to QPX collecting and sharing information about you, your location (received through your computing device, profile information, or telephone), and your use of the Service with QPX’s third party partners. QPX may also collect anonymized, aggregated data in connection with your use of the Service for purposes of marketing, data analytics, and enhancing and optimizing the Service.

Effective Date: 2/25/2025

License

Limited License Grant. Subject to your compliance with these Terms of Service, QPX grants you a non-exclusive, limited, personal, non-transferable, non-sublicensable, revocable license to (i) download and use the Applications (in object code form only) on one or more mobile computing devices solely in connection with your personal and non-commercial use of the Service; (ii) access and use the other Channels solely in connection with your personal and non-commercial use of the Service, and (iii) view Advertising Content. This license grant includes all updates, upgrades, enhancements, modifications, new versions, and replacements of any of the licensed material. Your ability to access or use any of the Channels or Advertising Content may vary by device or medium, and functionalities may also vary by device or medium.

Restrictions. As a condition of the limited license granted to you hereunder, except as, and only to the extent, expressly permitted in these Terms of Service, or by Applicable Laws that cannot be waived by you in these Terms of Service, you may NOT: (i) publish, display, disclose, rent, lease, loan, distribute, transmit, broadcast, or otherwise exploit the Service, the Channels, the Advertising Content, or any part thereof; (ii) modify or create derivative works based on the Service, the Channels, the Advertising Content, or any part thereof; (iii) copy, decompile, reverse engineer, disassemble, translate, adapt, or otherwise reduce the Channels or any of their underlying software or code to human readable form; (iv) attempt to create the source code form the object code of any Application or any other Channel; (v) take any action that will infringe upon or misappropriate the intellectual property or other proprietary right of QPX or any of QPX's third party software providers or licensors; and/or (vi) sublicense or assign any of the Channels or Advertising Content.

Third Party Devices. QPX does not warrant that the Service or any component thereof will be compatible with third party software or hardware, nor does QPX warrant that operation of the Service or any component thereof will not damage or disrupt third party software or hardware. Your mobile or electronic device is manufactured and sold by entities other than QPX and its affiliates, and QPX does not take responsibility or otherwise warrant the performance of your mobile device, including the continuing compatibility of your mobile device with the Service. By using the Service, you agree to look solely to the entity that manufactured and/or sold your mobile device for any issues related to your mobile device and its compatibility with the Service.

Third Party Software. There are or may be software programs contained within the Service that have been licensed to QPX by third parties. The references to the Service or any portion thereof as used herein shall include such third-party software except where

such reference speaks exclusively to the ownership or other specific rights of QPX. The same terms and conditions, including all limitations and restrictions, set forth in these Terms of Service apply to each third-party software program contained in all or any part of the Service.

Exports. You may not use or otherwise export or re-export the Service or any portion thereof except as authorized by United States law and any other Applicable Laws. In particular, but without limitation, none of the software or technology underlying the Service may be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons or Entities List. By using the Service, you represent and warrant that you are not a citizen of or located in any such country or on any such list.

Ownership

The Service (including, without limitation, the Channels and Advertising Content) contains material that is protected by copyright and other applicable intellectual property laws in the United States and other territories and by international treaty provisions. The Service (including, without limitation, the Channels and Advertising Content) is licensed to you by QPX solely for use under the terms and conditions of these Terms of Service and all rights not specifically granted to you herein are reserved to QPX (and to any third party with ownership rights in software used in the Service). You may not remove any proprietary notice of QPX or any other party from any copy of the Service or any component thereof. These Terms of Service do not grant you any rights to trademarks or service marks of QPX.

Updates; Upgrades

QPX may, and likely will, from time to time in its sole discretion, release new versions, upgrades, enhancements, or modifications of any Application, Website, or other Channel. Any such Application updates will be electronically delivered to your mobile device, and you agree that the terms of these Terms of Service shall apply to all such updates. If you fail to install any such new versions, upgrades, enhancements, or modifications, the Service may not function as intended.

QPX Notifications - Text Message Program

If you agree within the Channels, or by other means, to receive standard rate text messages from or with respect to the Service, you may receive an initial text message during the account registration process containing a confirmation code, and you may have the option to receive text messages from QPX containing your receipts. Message

Effective Date: 2/25/2025

and data rates may apply. Message frequency based upon use. To opt out follow any instructions provided to you on how to opt out. Text messaging is not available in all areas. Not all mobile devices may be supported. QPX is not responsible for the successful delivery, or any delays in your receipt, of text messages. Carriers are not liable for delayed or undelivered messages. QPX reserves the right to suspend or terminate this feature, in its sole and absolute discretion, at any time, with or without notice to you. Contact us at support@qwickpix.com for help or questions.

Use of Feedback

QPX is free to use, any comments, information, ideas, concepts, reviews, techniques, or any other material contained in any communication (collectively, "**Feedback**") that you may send to us through or in connection with the Service (including, without limitation, via any Channel), without further compensation, acknowledgement, or payment to you, for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products, and creating, modifying, or improving the Service. Furthermore, by submitting any Feedback to QPX, or in responding to questionnaires, you grant QPX a perpetual, non-exclusive, royalty-free, irrevocable license and right to display, use, reproduce, or modify the Feedback submitted in any media, software, or technology of any kind now existing or developed in the future.

Termination

You can terminate these Terms of Service at any time by closing your Account and permanently removing from all of your devices all Applications and other Channels. In addition, you can delete your account from your "profile" page at the bottom of the page.

QPX's Termination. **QPX reserves the right to terminate or restrict your use of the Service, without notice, for any or no reason whatsoever.** QPX can also terminate or suspend the Service and/or your access to the Service and/or your Account if you, as determined by QPX in its sole discretion, (i) have breached any terms of these Terms of Service, (ii) pose an unacceptable fraud risk, (iii) provide QPX with any false, incomplete, or misleading information, or engage in any fraud or illegal conduct, or (iv) for any other reason that QPX determines violates Applicable Laws or QPX's policies.

Effect of Termination. Upon any termination, the license granted hereunder shall terminate and you shall immediately uninstall and destroy any copies of any Application or other QPX software in your possession. Any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms of Service will survive any termination of these Terms of Service or your use of the Service and remain in effect thereafter in accordance with their terms, including, without limitation, this Section

Effective Date: 2/25/2025

(Effect of Termination) and those Sections entitled (i) Disclaimer of Warranties; (ii) Service Fees; (iii) Ownership; (iv) Limitation of Liabilities; (v) Indemnification; (vi) Governing Law, (vii) Arbitration; (viii) Miscellaneous; and (ix) Privacy.

Disclaimer of Warranties

THE SERVICE, INCLUDING EACH CHANNEL AND ALL SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND NONE OF THE QPX INDEMNITEES (AS DEFINED BELOW) MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, ANY CHANNEL, OR ANY SOFTWARE ASSOCIATED THEREWITH. QPX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE (INCLUDING USE OF ANY CHANNEL OR ANY SOFTWARE ASSOCIATED THEREWITH) OR FUNCTIONALITIES WILL BE UNINTERRUPTED OR ERROR-FREE AND YOU AGREE THAT QPX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. QPX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF MOBILE DEVICES, THIRD PARTY WEBSITES, LINKS, OR CONTENT (INCLUDING, WITHOUT LIMITATION, ADVERTISING CONTENT), THE INTERNET, ANY TRANSPORTATION SERVICES USED BY YOU (INCLUDING THE TAXIS), AND QPX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH THE SERVICE). TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, QPX AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, QPX DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA ANY CHANNEL OR OTHERWISE VIA THE SERVICE IS ACCURATE, COMPLETE, OR CURRENT. QPX DOES NOT REPRESENT OR GUARANTEE THAT YOUR USE OF THE SERVICE WILL BE FREE FROM INTERRUPTION, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND QPX DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT THERETO. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QPX OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY OR OTHERWISE CONSTITUTE A REPRESENTATION BINDING UPON QPX OR ITS AFFILIATED PARTIES.

Limitation of Liabilities

IN NO EVENT SHALL QPX, ITS AFFILIATES, OR ANY OF QPX'S OR ITS AFFILIATES' SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS,

Effective Date: 2/25/2025

AGENTS, OR REPRESENTATIVES, OR ANY OF THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING (COLLECTIVELY, THE “**QPX INDEMNITEES**”), BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PARTY FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, OR ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE, INCLUDING EACH CHANNEL AND ALL SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE SERVICE, QPX SOFTWARE OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SERVICE. IN NO EVENT SHALL QPX’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SERVICE, INCLUDING EACH CHANNEL AND ALL SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY QPX FROM YOU IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT, ACT OR OMISSION UNDERLYING SUCH PURPORTED LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR YOUR USE OF THE SERVICE MAY BE BROUGHT BY YOU AGAINST QPX OR ANY QPX INDEMNITEE MORE THAN ONE (1) YEAR AFTER THE FIRST DAY THAT THE EVENT, ACT OR OMISSION GIVING RISE TO THE CAUSE OF ACTION OCCURRED.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE REMAINING REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

LOSS OF ELECTRONIC DEVICE THROUGH FRAUD, THEFT, OR OTHER MEANS

By using the QPX application or any service provided by QPX, its owners, or third-parties, you agree that you are solely responsible for safe-guarding your telephone or electronic device (“devices”) while utilizing the QPX application. You agree to hold QPX, its owners, assigns, and associated third-parties completely harmless from any and all losses resulting from loss or theft of your devices. **YOU AGREE AND ACCEPT FULL FINANCIAL RESPONSIBILITY AS A RESULT OF HANDING YOUR PERSONAL ITEMS OR DEVICES TO OTHER INDIVIDUALS, EVEN IF THEY ARE REGISTERED AND AN AUTHORIZED USER WITH THE QWICKPIX APPLICATION.** QPX cannot and does not guarantee that the individual with whom you provide your device will act in accordance with this Terms of

Effective Date: 2/25/2025

Service. It is solely your responsibility to determine the trustworthiness of an individual. QPX does give you the ability to enter the individual's QPCode or token into the application in order to view their details, however it is solely your responsibility to make a determination as to whether to provide that individual with your device. You may cancel or terminate any session with an individual for any reason you determine, as allowable by the law governing your jurisdiction, by clicking the "X" button displayed on your screen during a QPSession. You AGREE that QPX cannot guarantee the trustworthiness or safety of your electronic device and that you are solely responsible for making the determination to hand or give another party control and/or possession of your device.

Indemnification

You agree to indemnify and hold the QPX Indemnitees harmless from any and all Losses (as defined below) incurred by any of them, and defend them against any claim, arising out of or in connection with: (i) your use of the Service, (ii) any violation or breach by you of these Terms of Service, or any failure by you to comply with Applicable Laws, (iii) any dispute or litigation caused by your acts or omissions, (iv) any data, information or other content submitted by you, (v) the use of your Account, whether by your or a third party, (vi) any Disputes (as defined below), and (vii) the commission of any Prohibited Acts. QPX reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify QPX, including rights to settle, and you agree to cooperate with the defense and settlement of these claims. QPX will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon QPX becoming aware of it.

For purposes of the preceding paragraph, "**Losses**" means judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses, and other charges (including all reasonable attorneys fees, and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest, and penalties), however described or denominated.

Service Disputes

Any disputes or complaints regarding any photography services ("**Photography Dispute**") must be directed to the individual, party, manager, agent, or photographer providing such service. QPX will not be a party to any complaints, negotiations,

Effective Date: 2/25/2025

litigation, or other disputes between you and such third-party regarding any Photography Dispute. You agree to release the QPX Indemnitees from all Disputes (photography related or otherwise). By registering with the QwickPix application and utilizing the service as a photographer, you agree that you avail yourself to such disputes when providing photographer services. Further, you agree that you will not involve any QPX Indemnitee in any litigation or other dispute arising out of or related to any services provided by, or any arrangement or other agreement between you and the individual or party you attempt to obtain or receive photography services from, including, without limitation, any Dispute. If, in breach of this provision, you attempt to do so, you will be liable for all Losses incurred by the QPX Indemnitees, including in connection therewith.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE 1542, WHICH STATES: "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 NOT KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Governing Law

These Terms of Service shall for all purposes be governed by and interpreted in accordance with the laws of the State of New York as those laws are applied to contracts entered into and to be performed entirely in New York by New York residents, without giving effect to any choice-of-law provision or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

Arbitration

The parties to these Terms of Service shall use all reasonable efforts to resolve any disputes, controversies, or differences arising out of or in connection with these Terms of Service or the Service amicably, including the use of a mutually agreeable, non-binding mediation procedure. Any such disputes, controversies, or differences that are not settled by mutual agreement or mediation shall be finally and exclusively settled by confidential arbitration held in New York, New York, or the metropolitan area in which the relevant use of the Service occurred, and, if QPX decides, conducted under Streamlined Arbitration Rules. If \$100,000 or less is at issue in the arbitration petition and/or response, then such arbitration shall be by one (1) independent arbitrator selected by QPX, and that arbitrator shall not have the power to issue an award in excess of \$100,000. Nothing in the foregoing precludes, restricts or is intended to preclude or restrict the right of either party to seek injunctive or other equitable relief in an appropriate court of competent jurisdiction. English shall be the official language of the arbitration proceedings. Neither QPX nor you will be entitled to join or consolidate

Effective Date: 2/25/2025

claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. The arbitrator or arbitral tribunal shall make a decision that is in accordance with these Terms of Service, shall apply the law of the State of New York, without regard to its conflicts of laws principles, and shall state the basis for any decision in writing. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

Waiver of Right to Jury Trial

FURTHER TO THE ARBITRATION PROVISION ABOVE, WITH RESPECT TO ANY DISPUTE, CLAIM, ACTION OR PROCEEDING ARISING FROM OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE SERVICE, YOU EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY AND CONSENT TO ARBITRATION AS SET FORTH IN THE FOREGOING ARBITRATION PROVISION.

Downloading an Application from the Apple iTunes Application Store

Apple Terms. If you have downloaded an Application from the Apple iTunes Application Store, the following additional terms apply to such Application (an "**App Store Sourced Application**"):

You acknowledge that: (i) these Terms of Service is concluded between you and QPX only, and not Apple; and (ii) as between QPX and Apple, QPX is solely responsible for the App Store Sourced Application and content therein. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application, and, as between QPX and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be QPX's sole responsibility.

You and QPX acknowledge that, as between QPX and Apple, Apple is not responsible for addressing any claims by you or any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced

Effective Date: 2/25/2025

Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and QPX acknowledge that, in the event of any third party claim, that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between QPX and Apple, QPX, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service.

You and QPX each acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service as related to your license of the App Store Sourced Application and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other terms of these Terms of Service, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

Miscellaneous

These Terms of Service are a complete statement of the agreement between you and QPX, and sets forth the entire liability of QPX, its affiliates and licensors, and your exclusive remedy with respect to the Service and its use by you. Any waiver of any of the terms herein by QPX must be in a writing signed by an authorized officer of QPX and expressly referencing these Terms of Service. If any provision of these Terms of Service is invalid or unenforceable under Applicable Law, then it shall be changed and interpreted to accomplish the objective of such provision to the greatest extent possible under Applicable Law, and the remaining provisions will continue in full force and effect. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you without QPX's prior written consent. QPX reserves the right to assign or transfer these Terms of Service or any right or obligation under these Terms of Service to any third party without notice or consent. Subject to the foregoing, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

Effective Date: 2/25/2025