

BETA PARTICIPATION AGREEMENT

This Beta Participation Agreement (“Agreement”) applies to your participation in Zorachka’s Public Beta Program arranged by Zorachka Inc. (together “Zorachka” or “we,” “us”). This Agreement takes precedence over any other agreement or terms embedded within the software.

By tapping “I accept the terms of Beta Participation Agreement” during registration, you agree to be bound by the terms and conditions of this Agreement. Please read all of the following terms and conditions carefully.

1. PARTICIPATION IN ZORACHKA’S PUBLIC BETA TESTING PROGRAM

Zorachka has designed and developed Zorachka’s Public Beta Program to make our products, such as Homam 64GB (“Product”), and test versions of our applications for mobile devices, such as Homam* for Android or iOS and software that is embedded in the Products (“Software”), available to Zorachka’s Public Beta Testing Program participants (“Participants”, “you”) from time to time for the purpose of providing Zorachka with feedback on the quality and usability of such Product and Software.

Zorachka’s Public Beta Program shall continue from January 1, 2021 until December 31, 2021. Candidates may apply for participation in Zorachka’s Public Beta Program starting from December 10, 2020 until March 30, 2021.

Each Participant is entitled to receive only one Product in the course of Zorachka’s Public Beta Program under the terms specified below in Clause 7.

You understand and agree that participation in the Public Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and Zorachka.

2. CHANGES

We reserve the right to modify the terms and conditions of Zorachka’s Public Beta Program from time to time, and to revoke your participation in Zorachka’s Public Beta Program at any time. If we make changes to the terms and conditions of this Agreement, then they will be presented to you at www.zorachka.com (“Website”). It is your responsibility to review the Agreement frequently and to remain informed of any changes made to it. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending you an email informing you of the changes or by prominently posting a notice of the changes on the Website or in the respective mobile applications.

3. ELIGIBILITY

By accepting this Agreement, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS BINDING CONTRACT WITH ZORACHKA AND ARE OVER THE AGE OF 18 (OR EQUIVALENT MINIMUM AGE REQUIRED FOR ENTERING INTO AN AGREEMENT, SUCH AS THIS AGREEMENT, IN THE JURISDICTION WHERE YOU RESIDE).

Participation in Zorachka's Public Beta Program by individuals under the age of 18 (or the equivalent minimum age in the jurisdiction where you reside) or individuals who do not have the legal capacity to enter into this binding contract with Zorachka is strictly prohibited and is a violation of this Agreement.

By accepting this Agreement, you represent and warrant that you are not a foreign official, a foreign political party official, or a candidate for foreign political office within the meaning of the U.S. Foreign Corrupt Practices Act. Please contact support@zorachka.com if you are unsure whether you have such status or if you believe that, notwithstanding such status, your collaboration with Zorachka will not cause a potential violation of the Foreign Corrupt Practices Act.

By accepting this Agreement, you represent and warrant that you are not located in any U.S. embargoed countries, or in the U.S. Treasury Department's Specially Designated Nationals List, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists.

4. NO CONFLICT

By accepting this Agreement, you represent and warrant that no circumstances exist under which you, your immediate family and other persons who reside in your household have or may have a conflict of interest with Zorachka or its affiliates, including Zorachka LTD, Zorachka Soft LLC, and Zirochka Dev LLC. During the term of this Agreement, the Participant shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any person, firm, partnership, corporation or unincorporated association or entity of any kind that is competitive with Zorachka or its affiliates or otherwise undertake any obligation inconsistent with the terms hereof. A business shall be deemed to be "competitive with Zorachka or its affiliates" for the purpose of this clause if and to the extent it engages in a business substantially similar to Zorachka's or its affiliate businesses' as described in its annual report.

You further agree to fully disclose to Zorachka any circumstances that might arise during your participation in Zorachka's Public Beta Program upon your becoming aware of such circumstances. In case of conflict of interest as described in this clause Zorachka may immediately and unilaterally terminate this Agreement.

5. DELIVERY AND USE OF THE PRODUCT

The Products participating in Zorachka's Public Beta Program have been developed, designed, and marketed for use in the United States and Canada, AS APPLICABLE. All safety warnings, information, instructions, packaging, in-box materials, mobile apps and support services are provided only in English (U.S.) and English/French (Canada). The Products are not intended for use outside of the United States and Canada.

The Product will be delivered to the Participant for testing by or on behalf of Zorachka within the U.S. for free, with no shipping costs. For delivery addresses outside the U.S., it is the sole responsibility of the Participant to pay all customs fees, import or other applicable taxes and duties and other similar payments, and comply with other formalities associated with the delivery of the Product. You shall accept the Product once it is delivered to you and/or to the customs if you are outside the U.S.

In some cases, the Product may only be used together with the services provided by Zorachka, including:

- (a) the Website, including all associated websites linked to it
- (b) services accessible through the Website
- (c) software that may be downloaded to your mobile device, including the Software
- (d) software that is embedded in the Products, including the Software
- (e) any associated subscriptions, content services, accounts, technical support, and all other services associated with the Product, collectively referred to as “Related Services.”

It is your responsibility to install, test and use the Related Services in accordance with the [Terms of Service](#) and to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Related Services may not work as described when the requirements and compatibility have not been met. In particular, in some cases the Related Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Product(s); (ii) an enabled and supported wireless device, such as a phone or tablet (required for some features and functionalities of the Related Service); (iii) always-on broadband internet access in your home with bandwidth sufficient to support the Product(s) you use; and (iv) other system elements that may be specified by Zorachka. In case of discrepancy between the system requirements published in the online store and the requirements on the Products’ packaging, the former shall prevail.

THE PRODUCTS AND RELATED SERVICES, INCLUDING THE SOFTWARE ARE FOR PERSONAL, NONCOMMERCIAL USE ONLY.

You shall not (i) for commercial purposes license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Products and Related Services; (ii) modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Products and Related Services; (iii) access the Products and Related Services in order to build a similar or competitive product or service; (iv) copy, reproduce, distribute, republish, download, display, post or transmit the Products and Related Services in any form or by any means, except as expressly stated in this Agreement and [Terms of Service](#); (v) upload, transmit or distribute any computer viruses, worms or any software intended to damage or alter a computer or communications network, handheld mobile device, data, the Related Services, the Products or any other system, device or property; (vi) interfere with, disrupt or attempt to gain unauthorized access to the servers or networks connected to the Products and Related Services or violate the regulations, policies or procedures of such networks; (vii) access (or attempt to access) any of the Services by means other than through the interface that is provided by Zorachka; (viii) remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be contained in, or displayed in connection with, the Products and Related Services; (ix) otherwise use the Products and Related Services in a way not compliant with this Agreement or [Terms of Service](#).

You acknowledge and agree that the Products and Related Services, whether stand-alone or interfaced with third-party products or services, are not certified for emergency response, unless expressly approved and certified by Zorachka as enabled for central station monitoring through a professional central station monitoring facility. Zorachka makes no warranty or representation that the use of the Products or Related Services with any third-party product or service will affect or increase any level of safety. You understand that the Products and Related Services, whether stand-alone or interfaced with third-party products or services, are not a third-party monitored emergency notification system. Further, you understand that under no circumstances will Zorachka dispatch emergency services to your home in the event of an emergency.

6. RETURN OF THE PRODUCT

In case the Product delivered to you is or becomes defective during the term of Zorachka's Public Beta Program, you are entitled to return the Product, refuse further participation in Zorachka's Public Beta Program, and receive a refund of the fee paid for participating in Zorachka's Public Beta Program. The right to return the Product shall be deemed correctly exercised once the following conditions have been fully met.

1. The necessary forms available on the Website are completed in accordance with the instructions provided by the Zorachka Support team and submitted to Zorachka within 30 calendar days from the date when you became or should have become aware of the fact that the product is defective.
2. You have obtained the return authorization number from the Zorachka Support team.
3. The Product has not been washed, modified or damaged.
4. The Product is returned with all materials, accessories, cords, adapters, and documentation that you received from Zorachka.
5. Zorachka must receive the returned Product at your own expense within 15 calendar days after the issue of the return authorization number.

Package the Product in a way that will avoid damage in transit. Zorachka is not responsible for any damage to the Product that occurs in the process of transit to Zorachka.

If you have fulfilled all requirements set forth in this clause, and the Product is found to be defective by Zorachka, the fee paid for participating in Zorachka's Public Beta Program will be refunded to you within 90 calendar days from the day Zorachka receives the Product from you. Credit will be issued in the same manner as your original purchase payment. Any duties, taxes and fees you have paid for the delivery of the purchased product shall not be refunded.

If you have not fulfilled all requirements set forth above, or the Product is found to be in good order by Zorachka, you will be notified that the returned Product cannot be accepted. In this case, you may choose to have the Product returned to you at your own expense. If you refuse the return and/or any of its terms, Zorachka reserves the right to retain the Product and the fee paid for participating in Zorachka's Public Beta Program.

For the avoidance of doubt, the [Return Policy](#) does not apply to any Product delivered to you under this Agreement.

7. TITLE FOR THE PRODUCT

The title for the Product delivered to the Participant shall remain with Zorachka for the whole term of Zorachka's Public Beta Program. Zorachka and/or the freight carrier will be responsible for any Product loss or damage that occurs when the Product is in transit to you.

During the term of Zorachka's Public Beta Program you shall be obligated to store the Product safely and take reasonable care of the Product. You shall not sell, mortgage, encumber, lease out, export or otherwise subject the Product to any legal process. You also agree that you will not use the Product for any purposes prohibited by law, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Further, you

certify that you will not transfer or export any product, process or service that is a direct product of the Product.

Upon expiry of the term of Zorachka's Public Beta Program the title to the Product passes to you. For avoidance of doubt, such transfer of the title to the Product does not constitute a sale of the Product by Zorachka, and this Agreement shall not be interpreted as a sale agreement.

8. ACCESS TO THE SOFTWARE

Zorachka may make the Software available to the Participant for downloading online through the application platforms, such as App Store and Google Play, through the Website, and/or otherwise.

If the Software is accompanied by a separate license agreement, you agree that such license agreement accompanying the Software, in addition to that in Clause 9 of this Agreement, shall govern your use of the Software. Any inconsistencies between the provisions of the license agreement accompanying the Software and Clause 9 of this Agreement shall be governed by this Agreement.

9. LICENSE TO THE SOFTWARE

Subject to your compliance with this Agreement, Zorachka hereby grants you a personal, limited license to use the Software and other Related Services (if applicable) solely for testing and evaluation purposes and only in connection with Zorachka's Public Beta Program. This license does not grant you the right to use the Software and other Related Services (if applicable) for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Software and other Related Services (if applicable). You agree not to decompile, reverse-engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Software and other Related Services (if applicable), except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing the use of open-source components included with any such Software and other Related Services (if applicable). Neither the Software nor other Related Services (if applicable), nor any direct product thereof shall be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred.

10. PARTICIPANT'S FEEDBACK

As part of Zorachka's Public Beta Program, we will provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports, comments, suggestions, ideas and/or support information (collectively, "Feedback") in respect of the Product and/or the Software to Zorachka. We may request this information from you by email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, you agree that we may contact you from time to time about Zorachka's Public Beta Program, and you hereby consent to receive such communications. By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited and without restriction, and will not place Zorachka under any fiduciary or other obligation.

You agree that in the absence of a separate written agreement to the contrary, Zorachka and its affiliates will be free to use any Feedback you provide or any derivative thereof for any purpose in any manner or media without any further remuneration, compensation or credit to you. For avoidance of doubt, if any Feedback or part thereof is intellectual property, you irrevocably assign any and all intellectual property rights to such Feedback or a part thereof to Zorachka. You represent and warrant that you have the right to assign and grant the rights set forth herein, and that any Feedback which is

provided by you hereunder is original work made solely by you and does not infringe any third-party intellectual property rights.

11. CONSENT TO COLLECTION AND PRIVACY

You acknowledge that Zorachka and its affiliates may collect, use, store, process, and analyze diagnostic, technical, usage, and related information from the Product, Related Services including the Software, and from the devices on which you install such Related Services including the Software. The information that would be collected includes, but is not limited to, general diagnostic and usage data, various unique system or hardware identifiers, information about your device, and system and application software. Data collected pursuant to this paragraph will be treated in accordance with Zorachka's [Privacy Policy](#), which is incorporated by reference into this Agreement.

Please review our [Privacy Policy](#) and [Cookie Policy](#). These documents describe practices regarding the information that Zorachka may collect when you purchase the Products and use Related Services. When the Product may only be used alongside certain Related Services, e.g. a mobile application, you may have to accept the terms of service and the privacy policy related to such Related Services before you are able to use the Product.

By placing an application for participation in Zorachka's Public Beta Program, you agree and understand that Zorachka may store, share, process and use data collected from your order form for the purposes of processing the order. Zorachka may also share such data globally with its affiliates. We share certain personal information with third parties who help us provide our services and deliver the Products. Such third parties may include: (1) payment service providers; (2) vendors who help us with the performance of our services and delivery of Products, such as freight carriers; and (3) Zorachka affiliates, which include Zorachka Ltd (Cyprus), Zorachka Inc. (USA), Zorachka Soft LLC (Belarus), and Zirochka Dev LLC (Ukraine).

Zorachka cares about the integrity and security of your personal information. We endeavor to implement appropriate security measures. However, Zorachka cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for malicious purposes. You acknowledge that you provide your personal information at your own risk.

12. FEES AND PAYMENT

You shall pay the fee for participation in Zorachka's Public Beta Program according to the instructions on the Website. We may change the fees for participation in Zorachka's Public Beta Program from time to time, but changes will not affect any of the Participant's applications that have already been placed by the time of such changes. Depending on the application, Zorachka may calculate and charge a sales tax in accordance with applicable laws.

By using a credit card or providing another payment method accepted by Zorachka, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order, including any applicable taxes and other charges.

If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your application may be suspended or cancelled. You must resolve any payment issues in order to proceed with your application.

13. CONFIDENTIALITY

Any confidential, proprietary and/or trade secret information owned by Zorachka and/or its affiliates (“Disclosing Party”) including without limitation information in tangible or intangible form relating to or including: business, product, marketing, policies, reports, analyses, released or unreleased products including, but not limited to, software, hardware, development, research, designs, specifications, performance characteristics, code, formulas, algorithms, testing strategies, consumer information and third-party confidential information, including information and materials disclosed prior to the date of this Agreement, that are marked as confidential, orally described as confidential, or should reasonably be understood to be confidential will be considered and referred to in this Agreement as “Confidential Information”. For avoidance of doubt, Confidential Information includes any details of your participation in Zorachka’s Public Beta Program, your Feedback, Related Services and Product details, such as their nature and existence, features, functionality, photos, and screenshots thereof. Confidential Information does not include anything that (i) was previously known to the Participant without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, or (iv) was independently developed by the receiving party without using any Confidential Information.

All Confidential Information remains the sole property of Zorachka and/or its affiliates and you have no implied licenses or other rights in the Confidential Information not specified in this Agreement.

You shall protect Confidential Information disclosed by Zorachka in connection with the execution or implementation of this Agreement by (i) not disclosing it to third parties, (ii) preserving the confidentiality with the reasonable level of care, and always by taking reasonable steps to preserve confidentiality, and (iii) using the Product and the Software only for testing and evaluation purposes in the course of the implementation of Zorachka’s Public Beta Program (“Purpose”). You may disclose Confidential Information only to family members with whom you live, who need to know such information to further the Purpose, and only upon informing such family members of the fact that the information must be protected as confidential and may only be used for the Purpose. You are responsible for any disclosure or misuse of the Confidential Information by such family members.

You acknowledge that money damages may not adequately protect the Disclosing Party against actual or threatened breach of this Agreement and that such breach would result in irreparable harm to the Disclosing Party. Because of this, the Disclosing Party may pursue court orders to protect the Confidential Information without having to prove the actual damages.

14. PARTICIPANT’S APPLICATION

By placing an application for participation in Zorachka’s Public Beta Program you do not make a contract with Zorachka.

Zorachka reserves the right to select you as a participant of Zorachka’s Public Beta Program or reject your application at its sole discretion. If your application is accepted, we will notify you by email, SMS or otherwise, and provide you with details about Zorachka’s Public Beta Program.

If your application is rejected, you will receive a refund of the participation fee you paid when filing the application.

You may cancel your application and have your participation fee refunded at no charge by contacting support@zorachka.com at any time before you are notified of the acceptance or refusal of your application by Zorachka.

15. PRECAUTIONS AND LIMITATION OF LIABILITY

You acknowledge that the Products and Related Services including the Software participating in Zorachka's Public Beta Program are the test samples and/or pre-release versions, whose functions may be unreliable, unavailable and/or inconsistent with the Product and Related Services including the Software description to a certain extent. The Products are designed for use in the United States and Canada, as applicable, and may not comply with the safety, certification, customer and other requirements in effect in other jurisdictions. Zorachka strongly encourages you not to use any unsafe adapters, such as unfused adapters, adapters with oversized receptacles or without shuttered sockets, etc. Operation of the Products may be subject to sporadic interruptions and failures for a variety of reasons beyond Zorachka's control, including Wi-Fi intermittency, service provider downtime, mobile notifications and operators, among others. The Related Services including the Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your computer and/or device or from your peripherals (including, without limitation, servers and printers) connected thereto. Zorachka strongly encourages you to back up all data and information on your computer, devices and/or any peripherals prior to your participation in Zorachka's Public Beta Program and before any individual seeds.

You acknowledge and agree that Zorachka is not responsible for any damages allegedly caused by improper functioning of the Products or Related Services including the Software. You acknowledge that by installing Related Services including the Software on your devices, these devices may not be capable of being restored to their original condition and that applications and services may be affected by your use of Related Services including the Software, and that data from such applications may be incapable of being restored or recovered.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZORACHKA SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE; ANY COSTS, EXPENSES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM YOUR TESTING, INSTALLATION OR USE OF THE PRODUCTS OR RELATED SERVICES INCLUDING THE SOFTWARE; AND/OR ZORACHKA'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO OR LOSS OF ANY PROPERTY, EQUIPMENT, SOFTWARE OR DATA ARISING FROM YOUR USE OF SUCH PRODUCTS OR RELATED SERVICES INCLUDING THE SOFTWARE, EVEN IF ZORACHKA KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

IN NO EVENT SHALL ZORACHKA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS ITS ESSENTIAL PURPOSE.

ZORACHKA DISCLAIMS ALL LIABILITY OF ANY KIND OF ZORACHKA'S LICENSORS AND SUPPLIERS.

Nothing in this Agreement shall be interpreted or construed to limit or exclude liability that cannot be so limited or excluded under applicable law. You understand and agree that the Limitation of Liability in this section shall apply even if Zorachka is found liable for any loss or damage due to breach of contract, breach of express or implied or limited warranty, negligence of any kind or degree, strict product liability, subrogation, indemnification or contribution, or any other theory of liability. However, this Limitation of Liability shall not apply to any willful, wanton, intentional or reckless misconduct or gross negligence by Zorachka in those jurisdictions that do not permit Limitation of Liability for gross negligence.

16. CUSTOMER SERVICE

If you have any questions or concerns regarding the Product and Related Services, this Agreement or any incorporated policies, please contact Zorachka at support@zorachka.com. If Zorachka provides you with any maintenance, technical or other support for the Products or the Related Services, you agree to abide by any support rules and policies that Zorachka provides to you in order to receive such support. You understand and agree that customer service and any customer care and support offered and provided by Zorachka is not a 911 service or dispatch center, an emergency service provider or dispatch service, or a lifesaving solution for people at risk in their home or otherwise. Please do not contact customer service or any customer care and support offered by Zorachka with any life/safety emergency, medical emergency, or any other emergency. If you have any such emergency, you should immediately contact police, fire or emergency medical services, or other appropriate emergency response service.

17. NO WARRANTY

You acknowledge that the Products and Related Services including the Software participating in Zorachka's Public Beta Program are test samples and/or pre-release versions designed for use in the United States and Canada, as applicable, whose functions may be unreliable, unavailable and/or inconsistent with the Product and Related Services description to a certain extent. Related Services including the Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your computer and/or device or from your peripherals (including, without limitation, servers and printers) connected thereto.

You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the Product and Related Services is at your sole risk and that the entire risk as to satisfactory quality, performance accuracy and effort is with you. ZORACHKA IS PROVIDING THE PRODUCTS AND RELATED SERVICES INCLUDING THE SOFTWARE TO YOU SOLELY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that Zorachka has not publicly announced the availability of the Products or the Related Services, that Zorachka has not promised or guaranteed to you that such Products or the Related Services will be announced or made available to anyone in the future, and that Zorachka has no express or implied obligation to you to announce or introduce the Products or the Related Services or any similar or compatible product, or to continue to offer access thereto in the future. For avoidance of doubt, the Limited Warranty shall not apply to your use of the Product and/or the Related Services.

18. TERM AND TERMINATION

This Agreement will continue in effect for the whole duration of Zorachka's Public Beta Program. You may terminate this Agreement at any time, for any reason, but only by returning any Confidential Information, the Product, and the Related Services that are in your possession or control, or by destroying them at the discretion of Zorachka; such return or destruction shall be made at your cost.

We may terminate this Agreement at any time, with or without cause, immediately upon written notice to you, and may terminate this Agreement immediately for any breach of the confidentiality, prohibition of sale, Product acceptance or other provisions set forth herein. Within three (3) days of your receipt of Zorachka's termination notice, or earlier if requested by Zorachka, you will return, cease all use of, and/or destroy at the discretion of Zorachka the Products, the Related Services and all other Confidential Information.

19. ACCESS OUTSIDE CERTAIN COUNTRIES

Although the Website and Zorachka's Public Beta Program are accessible worldwide, this Agreement is intended to govern the relations between Zorachka and the residents of the U.S. or Canada ("Target Countries").

You understand and accept that the Products and the Related Services are not designed for use outside the Target Countries and that some, or all, of the features of the Products and the Related Services may not work or be appropriate for use in such a country. If you choose to use and access the Products or the Related Services from outside the Target Country, you do so at your own initiative and are solely responsible for complying with applicable local laws. To the extent permissible by law, Zorachka accepts no responsibility or liability for any damage or loss caused by your access to or use of the Products and the Related Services in a non-Target Country.

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or from the country in which you reside.

20. INTELLECTUAL PROPERTY

You acknowledge that all intellectual property rights including, without limitation, copyrights, patents, trademarks and trade secrets in the Products and Related Services are owned by Zorachka and its affiliates or their licensors. Your possession, access to and use of the Products and the Related Services do not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Zorachka, its affiliates, licensors and suppliers, reserve all rights not granted in this Agreement. The Related Services are licensed to you, not sold, under the Agreement.

ZORACHKA PRODUCTS, SOFTWARE, AND OTHER RELATED SERVICES ARE FOR PERSONAL, NONCOMMERCIAL USE ONLY.

21. INDEMNITY

You agree to defend, indemnify and hold harmless Zorachka and its affiliates from and against any and all claims, proceedings, injuries, liabilities, losses, costs and expenses (including reasonable attorney fees) including, but not limited to, claims alleging negligence, invasion of privacy, copyright infringement and/or trademark infringement against Zorachka and its affiliates, relating to or arising

out of your breach of any provision of this Agreement, your misuse of the Products or the Related Services, or your unauthorized modification or alteration of the Products or the Related Services, including the Software.

22. NOTIFICATIONS AND COMMUNICATIONS

We may provide notifications to you as required by law or for other purposes via (at our discretion) the email address indicated in your order, hard copy, or the posting of such notice on our Website. Zorachka is not responsible for any automatic filtering you or your network provider may apply to email notifications. Zorachka recommends that you add @zorachka.com URLs to your email address book to help ensure you receive email notifications from Zorachka.

Except as expressly set forth herein, any agreements, disclosures, correspondence, notifications, and waivers connected with this Agreement shall be effective only if executed in writing. For the purpose of this Agreement, the written form shall include communication via email with the use of your contact details specified in the application for participating in Zorachka's Public Beta Program. You understand and agree that we will collect and store your email and physical address, as well as other information you submit to us when filing an application for participating in Zorachka's Public Beta Program.

23. ARBITRATION

(a) Arbitration agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules ("Rules") of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules.

The arbitration shall take place in San Francisco, California, in the English language, and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys' fees.

(b) Notice of disputes

If either party intends to seek arbitration of a dispute, that party must provide the other with notice in writing or by email. The notice to Zorachka should be sent to support@zorachka.com. Zorachka will send notice to you at the email and/or mailing addresses indicated in the application for participation in Zorachka's Public Beta Program or communicated by you in connection with the Software or otherwise. Your notice to Zorachka must (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting. If we are unable to agree to resolve the dispute within 60 days after the notice is received, you or we may commence arbitration.

(c) Arbitration opt-out

You can opt out of and decline this agreement to arbitrate by contacting Zorachka at support@zorachka.com within thirty (30) days from the date that you first became subject to this arbitration provision (i.e. the date you initially accepted the Agreement). If you do not notify Zorachka in accordance with this clause 23(c), you agree to be bound by the arbitration and class-action waiver provisions of this Agreement, including such provisions in the Agreement revised after the date of your first acceptance.

Opt-out notification must include: (i) your name; (ii) the email address indicated in your order; (iii) your mailing address; and (iv) a statement that you do not wish to resolve disputes with Zorachka through arbitration. This notification affects this Agreement only; if you have previously entered into other arbitration agreements with Zorachka or wish to enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in this Agreement shall not affect the other arbitration agreements between you and Zorachka.

(d) Waiver of jury trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE AND JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited judicial review. In the event that any litigation should arise between you and Zorachka in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ZORACHKA WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of class or consolidated actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this section is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in San Francisco, California.

24. MISCELLANEOUS

(a) Entire agreement

Unless otherwise agreed to by Zorachka and you in writing, the Agreement (including without limitation the terms and conditions set forth herein and the incorporated policies) constitutes the entire agreement between Zorachka and you concerning the subject matter hereof.

(b) Governing law

Except to the extent that applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the State of California, U.S., excluding its conflict-of-law provisions.

(c) Assignment

You may not assign your rights under the Agreement or any Incorporated Policies to any other party without Zorachka's express prior written consent; Zorachka may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of Zorachka, its successors, and assigns.

(d) Severability

If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the Parties' original intent, and the remaining portions will remain in full force and effect.

(e) Survivability

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, licenses, warranty disclaimers, indemnity provisions and limitations of liability.

(f) Waiver

A waiver by either party of any term or condition of this Agreement and/or any breach thereof, in any one instance, will not waive such term and/or condition or any subsequent breach thereof. No waiver by either you and/or Zorachka of any breach and/or default and/or failure to exercise any right allowed under the Agreement is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under the Agreement.

(g) Commercial versions

You acknowledge that Zorachka has no express or implied obligation to announce or make available a commercial version of the Product or the Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Product or the Software licensed hereunder.

(h) Government end users

The Products and the Related Services are being licensed to U.S. Government end users (a) only as commercial items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Rights to the unpublished works are reserved under the copyright laws of the United States.

(i) Force majeure

Except for payment obligations, neither Zorachka nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, failure by a third-party hosting provider or utility provider, shortages, riots, fires, acts of God, war, strikes, terrorism, and governmental action.

25. CONTACT

If you would like to request additional information regarding the Agreement or for any questions regarding your relationship with Zorachka, please contact us at support@zorachka.com or call the Zorachka Support team at +1 (424) 209-2249.

Updated December 10, 2020