

## TERMS OF USE

These terms of use ("**Terms of Use**") set forth the basis on which you are permitted to access and use the website located at [www.gotitstores.com](http://www.gotitstores.com) (the "**Website**"), software applications (such as apps downloaded from the Apple App Store or Google Play), including, without limitation, any patches, revisions, updates, upgrades or replacement thereto, (collectively, the "**Application**") and online services ("**Service**", and any reference to the Services shall include the Application) provided to you by GOTit ("**we**" or "**GOTit**"). These Terms of Use shall govern any use and features offered via the Services as may become available from time to time. Please read these Terms of Use carefully before using the Services. By accessing and using the Services or downloading, installing or using the Application in any way, you agree to and are hereby bound by these Terms of Use. If you do not agree to all of the terms and conditions contained herein, do not use or access the Services and remove the Application from your devices. We reserve the right to update these Terms of Use at any time without the requirement of any notice to you. Any such update to these Terms of Service shall become effective and binding upon its publication.

GOTit reserves the right to amend, discontinue, limit, disable, terminate or cancel any feature of the Service.

As a condition to the use of the Service herein, you also agree to be bound by the privacy policy

**IMPORTANT:** In order to use the Services, you must receive data connectivity services from your service provider. The cost of the data connectivity service may vary among service providers. It is your responsibility to review such costs and to determine whether you wish to bear such costs or not. In particular, you further acknowledge that the cost of such data connectivity service may rise significantly when roaming internationally. Therefore, you are advised to consider the cost of using the Service, depending on your location at any particular time.

GOTit acts as a marketplace to allow users to purchase and merchants to offer and sell certain goods. GOTit facilitates transactions between buyers and sellers. As a result, GOTit does not have control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of merchants to sell items or the ability of buyers to pay for items. GOTit cannot ensure that a buyer or merchant will actually complete a transaction.

Consequently, GOTit does not transfer legal ownership of items from the merchant to the buyer.

GOTit cannot guarantee the true identity, age, and nationality of a merchant or buyer. GOTit encourages you to communicate directly with potential transaction partners through the tools available on the Service.

You agree that GOTit is a marketplace and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, by merchants, or any third parties on GOTit. You use the GOTit Service at your own risk.

**User Accounts.** The services made available on the Service may require you to open an account; you must complete the registration process by providing current, complete and

2

accurate information as prompted by the applicable registration form and must keep all information in your account, including email address and payment method information, up to date. You will choose a password and a user name. You are responsible for maintaining the confidentiality of your password and account. If you register to the Service through Facebook, further registration is not required and your Facebook login information will be used to log you into the Service. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify GOTit immediately of any unauthorized use of your account or any other breach of security. GOTit will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time. Please note that providing false information is a criminal offense, and doing so may lead to criminal and civil action. By opening a user account you affirm that you have the ability to enter into these Terms of Use. If you are under the age of consent in your jurisdiction to form a binding agreement (and you are above the age of 13), you affirm that you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. The Application, and the use thereof, is not intended for minors under the age of 13.

**Payments.** When you decide to purchase any item posted on the Site, you will be directed to the Merchant's site and conduct the purchase through a third-party payment processor, such as PayPal (the "**Payment Processor**"). The payments will be subject to the terms, conditions and privacy policies of the Payment Processor. We are not responsible for any error by the Payment Processor. You acknowledge and agree that (i) your purchases through the Services are transactions between you and the merchant of such purchases, and not with us or any of our affiliates; and (ii) we are not a party to your payment transaction for such purchases and we are not a buyer or a seller in connection with such transactions. A user wishing to activate any protection mechanisms offered by a Payment Processor should do so by contacting the Payment Processor directly. Any taxes applicable to you with regard to purchases made on the Service according to applicable law will be borne by you exclusively.

**Shipping and Returns; Customer Service.** Each merchant or Payment Processor you connect with through the Service has its own, distinct shipping and returns policy. GOTit

facilitates the connection between you and each purchase, but your order will be governed solely by the policies of the applicable merchant or Payment Processor, including but not limited to shipping, returns and any customer service inquiries.

**License.** Subject to your full compliance with all of the terms and conditions of these Terms of Use, GOTit hereby grants you a limited, personal, non-commercial, non-exclusive, revocable, non-sublicensable, non-transferable, non-assignable license to download, install and use the Application for the sole purpose of your personal use of the Application in connection with provision of the Service by GOTit.

GOTit is entitled, without any liability, to refuse, restrict, limit, suspend, interfere or interrupt the Service or any part thereof, without any notice to you, for the repair, improvement or upgrade of the Service or for any of the reasons for termination as mentioned below.

3

**Intellectual Property Ownership.** The Service, including but not limited to, the Application, the Website, the Website domain name, text, graphics, photos, sounds, interactive features and other content contained in the Application or Website and the trademarks, service marks and logos contained therein (the "**GOTit IP**"), are owned by or licensed to GOTit, and are subject to copyright and other intellectual property rights under applicable laws. You may not copy, distribute, display, translate or transfer to a third party any part of the GOTit IP. Without derogating from any of the provisions herein, you agree not to decompile, reverse-engineer, copy, transfer, assign, rent, resell, distribute or use the Service (or any part thereof, or any software underlying the Service), other than as expressly authorized by GOTit. You may not frame or mirror the Website or the Application.

**User Submission.** GOTit may enable you to add, create, submit, distribute or post certain content, including, without limitation, text, photos, data, graphics and information (including, without limitation, personal information and location based services information) (each, a "**User Submission**") through the Service. GOTit does not guarantee that any User Submission will be made available through the Service. By submitting any User Submission on or through the Service, you: (a) acknowledge that you are publishing such User Submission and that you may be identified publicly by your User Name in association with such User Submission; (b) understand that whether or not such User Submission is published, GOTit does not guarantee, and is not under any obligation of, confidentiality with respect to any User Submission, and agree that any User Submission provided in connection with the Service is provided on a non-proprietary and non-confidential basis; (c) represent and warrant that you own or have all necessary rights and permissions to use and authorize GOTit and users of the Service to use all intellectual property rights in and to any User Submission, and to enable inclusion and use thereof in connection with the Service; (d) represent and warrant that your User Submission does not infringe or violate the rights of any third party, including, without limitation, any copyright, trademark, patent or other intellectual

property or proprietary right, or any right of privacy; (e) grant GOTit a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sub- licensable and transferable license to use, edit, modify, reproduce and display the User Submission in connection with the Service.

You further acknowledge and agree that you shall be solely responsible for any User Submission submitted by you and to the consequences of posting or publishing such User Submission, and you waive any “moral rights” in such User Submission.

You understand that when using the Service you may be exposed to User Submission from a variety of sources, and that GOTit is not responsible for the accuracy, usefulness, safety or intellectual property rights of, or relating to, such User Submission. You may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal and equitable rights or remedies you may have against GOTit with respect thereto.

GOTit

**Third Party Websites and Content.** GOTit has not and cannot review all of the material, information and content available on or by means of third party websites and webpages to which the Service links and transmit information to the website ("**Third Party Content**"), and cannot therefore be responsible for such Third Party Content. GOTit does not represent or imply that it endorses such website or webpage or any of the content thereon. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive

4

content. GOTit disclaims any responsibility whatsoever for any harm resulting from your use of third party websites and webpages.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL GOTIT BE LIABLE IN ANY WAY FOR ANY THIRD PARTY CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY THIRD PARTY CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR DISPLAY OR PERFORMANCE OF ANY THIRD PARTY CONTENT TRANSMITTED, DISPLAYED OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE OR APPLICATION. Furthermore, Third Party Content shall be subject to the terms of use of such third party provider and your use of the Service you agree to and approve, and subject yourself to the terms of use of such third party content provider.

**Abusive, Inappropriate and Infringing Content.** You understand and agree that GOTit may (but is not obligated to) review and remove or block any content of any kind that under GOTit's sole discretion violates these Terms of Use or which might be

offensive, illegal, inappropriate, unsuitable or which violates the rights of, harms, or threatens the safety of third parties or other users of the Service ("**Abusive Content**"). In addition, each user of the Service may notify GOTit that it considers certain content (whether Website Content, or Third Party Content) to be Abusive Content and provide reasons supporting such notification. GOTit shall examine such notification and reserves the right, at its sole and absolute discretion, to remove all or part of such Abusive Content or terminate a user's ability to use content in violation of these Terms of Use.

**Privacy and Protection of Personal Information.** GOTit respects the privacy of others. Any information that you provide to GOTit through the Service is subject to GOTit's Privacy Policy and is hereby incorporated by reference. Your use of the Service constitutes your consent to the collection and use of your personal information, as described in the Privacy Policy.

When you make a purchase with GOTit you are consenting to receive SMS and you agree to receive recurring text notifications for your order status and occasionally for text marketing offers. Message frequency varies. Consent is not a condition of purchase.

If you wish to unsubscribe from receiving text messages and notifications, reply with STOP to any mobile message sent from us or You understand and agree that alternative methods of opting out, such as using alternative words or requests, will not be considered a reasonable means of opting out. We do not charge for the service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

For any questions, please send us a mail to [info@gotitapp.net](mailto:info@gotitapp.net)

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

Your right to privacy is important to us. You can see our [Privacy Policy](#) to determine how we collect and use your personal information.

**Apple Application Terms.** If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

Both you and GOTit acknowledge that these Terms of Use are concluded between you and GOTit only, and not with Apple, and that Apple is not responsible for the Application, User Submission or the Content.

The Application is solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Use as they are applicable to the Services.

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application.

5

You and GOTit acknowledge and agree that Apple is not responsible for addressing any claims you or any third party may have in relation to the Application. In the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim. You acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use.

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

You and GOTit acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and that upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of User against you as the third party beneficiary hereof.

**Infringement Notice.** It is our policy to respond to clear notices of alleged copyright infringement. This page outlines the information required to submit these notices and allows online submission for the fastest response.

GOTit is not responsible for the content of external websites.

If you are an intellectual property right owner or an agent thereof and believe that any Content or other content infringes upon your copyrights, trademark or that any item is a counterfeit of your product, you may submit a notification by providing our Copyright Agent with the following information in writing:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted, trademarked or counterfeited work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit GOTit to locate the material;

Information reasonably sufficient to permit GOTit to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

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

6

Pursuant to the US Digital Millennium Copyright Act 1998 GOTit's designated agent for notice of alleged copyright infringement ("Copyright Agent") appearing on the site is:

GOTit Inc

Delaware, USA

info@gotitapp.net

You acknowledge that if you fail to comply with all of the requirements of this Section, your infringement notice may not be valid.

**Counter-Notice.** If you believe that Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to use the content you may send a counter-notice containing the following information to the Copyright Agent:

Your physical or electronic signature;

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Your name, address, telephone number, and e-mail address, a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, GOTit may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at GOTit's sole discretion.

## **WARRANTY DISCLAIMER**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GOTIT EXPLICITLY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUALITY OF SERVICE.

## **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GOTIT (INCLUDING ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), AS WELL AS ITS VENDORS, DISTRIBUTORS, THIRD PARTY LICENSORS, OR EQUIPMENT AND SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES

7

OR DAMAGES FOR LOST PROFITS, INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE, OR MALFUNCTION, OR DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE EVEN IF GOTIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL GOTIT'S CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR ANY LOSS OR DAMAGES EXCEED US\$1,000, EVEN IF GOTIT HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

**Indemnification.** You agree to indemnify and hold GOTit, its affiliates and their respective directors, officers, employees and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your breach of these Terms of Use, your violation of any applicable law, or content you submit, post to or transmit through the Service.



**Termination.** GOTit may terminate your access to all or any part of the Service at any time, with or without cause, or with or without notice, effective immediately. Such termination may result in the deletion of all information and data associated with your account. If you wish to terminate your account, you may do so by deleting the Application from your device and removing the Application from "Your Apps" in the App Center of your Facebook account. If you terminate your account, your profile will be removed from the Service, however, deletion may not be immediate and GOTit may continue keeping your personal information in its records for billing purposes, audits and other administrative purposes.

**Governing Law & Jurisdiction.** Your use of the Website or Application and these Terms of Use shall be governed in all respects by the laws of the State of New York, without giving effect to its conflict of laws provisions. You agree that any action brought against GOTit arising out of or relating to the Service or these Terms of Use may be brought exclusively before the competent courts in the State of New York.

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**General.** You may not assign these Terms of Use or any rights and obligations under these Terms of Use. Any such purported assignment shall be null and void. These Terms of Use and any other legal notices published by GOTit on the Website or Application shall constitute the entire agreement between you and GOTit concerning the Service. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and GOTit's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.