



HWH/HAPI™

TERMS OF USE

Effective: December 3, 2019

Acceptance of the Terms of Use

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Welcome to the Website of (collectively, the HWH/HAPI™, “Company”, “we” or “us”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of www.hwhmarketplace.com, www.hwhgig.com, www.hwhworld.com and www.hwhfounders.com (the “Websites”) including any content, functionality and/or services offered on or throughout the Websites.

Please read the Terms of Use carefully before you start to use our Websites.

By using the Websites, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Websites.

These Websites are offered and available to users who are 18 years of age or older and reside in any market in which the Company does business. By using these Websites, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Websites.

Changes to the Terms of Use

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The Company may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply them to all access of and to use of the Websites thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Websites.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access these Websites, so you are aware of any changes, as they are binding on you.

Accessing the Websites and Account Security

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We reserve the right to withdraw or amend these Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable for any reason if any part of these Websites is unavailable at any time or for any period. From time to time, we may restrict access to some or parts of these Websites, or entirely, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites.
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of these Websites that all the information you provide on the Websites is correct, current, and complete. You agree that all information you provide to register with this Websites or otherwise, including but not limited to through the use of any interactive features on the Websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these Websites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Cookie Policy Introduction

By using or accessing our Websites, you agree to this cookie policy. This policy may change from time to time, and your continued use of these Websites is deemed to be acceptance of such changes, so please check the policy periodically for updates.

Cookies

We may obtain information about your general internet usage by using cookies. A cookie is a small file stored on the hard drive of your computer. Use of cookies helps us to improve our Websites and to deliver a better and more personalized service by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Websites according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Websites.

Cookies are generally safe, as they only identify your computer. Accepting a cookie does not provide access to your computer or any Personally Identifiable Information about you, other than the information you may choose to share. Other servers cannot read them, nor can they be used to deliver a virus.

Most browsers allow you to refuse to accept cookies by activating the appropriate browser settings. You can usually adjust browser settings to notify you of cookie placement, decline certain cookies, or block cookies completely.

However, if you select to block cookies completely, you may be unable to access certain parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Websites.

You can learn more about cookies, including how to see what cookies have been set and how to manage and remove them, visit www.allaboutcookies.org.

Use of Cookies By HWH/HAPI™

Many of our Websites do send cookies to your computer's hard drive to enhance your user experience. Cookies in use on our Websites will expire after ten (10) days.

Google Analytics Cookies

Some of our sites may make use of Google Analytics to help us track usage statistics about visitors to our Websites.

For information about how to opt-out of being tracked by Google Analytics, visit <http://tools.google.com/dlpage/gaoptout>.

Third Party Cookies

This and other Company Websites may use third-party features to enhance the user experience, for example, embedded video from YouTube. When you visit a page that contains third party or embedded content, you may receive cookies from those Websites. The Company does not control the placement or functionality of these cookies.

Intellectual Property Rights

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Websites or any services or materials available through the Websites.

If you wish to make any use of material on the Websites other than that set out in this section, please address your request to: support@hwhworld.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

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Trademarks

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The Company name, HWH/HAPI™, and the Company logo and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on these Websites are the trademarks of their respective owners.

Prohibited Uses

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You may use the Websites only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive upload, download, use, or re-use any material which does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Websites, or which, as determined by us, may harm the Company or users of the Websites or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Websites, including their ability to engage in real-time activities through the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server on which the Websites is stored, or any server, computer or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise, attempt to interfere with the proper working of the Websites.

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User Contributions

The Websites may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, blogs and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Websites.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered nonconfidential and non-proprietary. By providing any User Contribution on the Websites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assign the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Websites.

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Monitoring, Enforcement & Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other rights of any person or entity, threatens the personal safety of users of the Websites or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or parts of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites.

You waive and hold harmless the company and its affiliates, licensees and service providers from any claims resulting from any action taken by the company/any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by either such parties or law enforcement authorities.

However, we cannot/do not undertake to review all material before it is posted on the Websites and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

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These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable national, federal, state, local and international laws and regulations.

Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

Copyright Infringement

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If you believe that any User Contributions violate your copyright, please email us at support@hwhworld.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

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The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to these Websites, or by anyone who may be informed of any of its contents.

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Changes to the Websites

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We may update the content on these Websites from time to time, but its content is not necessarily complete or up to date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Websites

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All information we collect on these Websites is subject to our Privacy Policy. By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Websites and Social Media Features

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You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party Websites to certain content on this Websites.
- Send e-mails or other communications with certain content, or links to certain content, on this Websites.
- Cause limited portions of content on these Websites to be displayed or appear to be displayed on your own or certain third-party Websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Websites that is not owned by you.
- Cause the Websites or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site.
- Link to any part of the Websites other than the homepage.
- Otherwise take any action with respect to the materials on this Websites that is inconsistent with any other provision of these Terms of Use.

The Websites from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

Links from the Websites

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If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Websites linked to these Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such Websites.

Geographic Restrictions

The owner of these Websites is based in the state of New York in the United States. We provide these Websites for use only by persons located in countries in which the Company does business. We make no claims that the Websites or any of its content is accessible or appropriate outside of those countries. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside a market in which the Company does business, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or these Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the websites or any services or items obtained through the websites or to your downloading of any material posted on it, or on any websites linked to it.

Your use of the websites, its content, and any services or items obtained through the websites is at your own risk. The websites, its content and any services or items obtained through the websites are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the websites.

Without limiting the foregoing, neither the company nor anyone associated with the company represents or warrants that the websites, its content or any services or items obtained through the websites will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that the websites or any services or items obtained through the websites will otherwise meet your needs or expectations.

The company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation on Liability

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In no event will the company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the websites, any website linked to it, any content on the websites or such other websites or any services or items obtained through the websites or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

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You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to, your User Contributions, any use of the Websites' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Websites.

Governing Law and Jurisdiction

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All matters relating to the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and venue in such courts.

Limitation on Time to File Claims

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Any cause of action, or claim you may have arising out of or relating to these terms of use or the websites, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim, is permanently barred.

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Waiver and Severability

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No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

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The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

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Your Comments and Concerns

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Contact Information

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