

Consumer Agreement

This Consumer Agreement is effective as of the date shown above ("Effective Date"), if you created your account or accepted or otherwise agreed to it on or after the Effective Date.

This Consumer Agreement are effective thirty (30) days after the Effective Date, if you created your account or accepted or otherwise agreed to a previous version of this Consumer Agreement prior to the Effective Date.

Please read our [online notice](#), which explains changes to this Consumer Agreement and our other legal terms and conditions in more detail.

Table of Contents

1. Definitions
2. Eligibility
3. oneapp's Role
4. Identification and Prevention of Fraud, Consumer Account
5. Electronic Communications and Signatures
6. Communications with oneapp
7. The SaaS
8. Fees and Payment Terms
9. Ownership Rights, Data Protection
10. Arbitration Agreement
11. Third Party Interactions
12. Representations, Warranties, and Disclaimer
13. Mutual Indemnification
14. Limitation of Liability
15. Term, Termination, and Survival
16. General

PLEASE REVIEW THIS CONSUMER AGREEMENT CAREFULLY. ONCE ACCEPTED, THIS CONSUMER AGREEMENT BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND ONEAPP.

BY USING, INSTALLING, OR ACCESSING THE SAAS (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW), AUTHORIZING A BUSINESS OR INDIVIDUAL TO USE OR ACCESS THE SAAS ON YOUR BEHALF, EXECUTING THIS CONSUMER AGREEMENT, OR CLICKING TO ACCEPT WHEN PROMPTED IN THE SAAS, YOU ACCEPT AND AGREE TO BE BOUND BY ALL AGREEMENTS THAT CONSTITUTE ONEAPP'S [TERMS OF SERVICE](#), AND YOU AGREE THAT THE "TERMS OF SERVICE" MEANS EVERY AGREEMENT LINKED HEREIN AND INCLUDES THE [PRIVACY POLICY](#), [ACCEPTABLE USE POLICY](#), [FEE AND PAYMENTS AUTHORIZATION](#), AND [REFUND POLICY](#). FOR THE

AVOIDANCE OF DOUBT, THIS AGREEMENT ALSO INCORPORATES, FOR ANY CONSUMER USING THE SCREENING SAAS (BOTH AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW), THE [APPLICANT DISCLOSURE](#) AND [AUTHORIZATION FOR BACKGROUND CHECK](#).

THE TERMS AND CONDITIONS SET FORTH IN THIS CONSUMER AGREEMENT, YOU ACCEPT THIS CONSUMER AGREEMENT AND AGREE TO BE BOUND BY THEM.

IF YOU DO NOT AGREE TO THIS CONSUMER AGREEMENT, YOU SHOULD NOT ACCEPT THEM OR USE THE SAAS.

SECTION 10 OF THE CONSUMER AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THE CONSUMER AGREEMENT. IN PARTICULAR, SECTION 10 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO ARBITRATION, WITH LIMITED EXCEPTIONS. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING (EXCEPT AS SET FORTH IN SECTION 10); AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING OR PROPOSED CLASS ACTION LITIGATION.

IN ADDITION:

- **SECTION 5 OF THE CONSUMER AGREEMENT REQUIRES YOU TO CONSENT TO ELECTRONIC COMMUNICATIONS AND SIGNATURES**
- **SECTION 7.1 OF THE CONSUMER AGREEMENT REQUIRES YOU TO CONSENT TO OUR ACCEPTABLE USE POLICY**
- **SECTION 7.2 OF THE CONSUMER AGREEMENT REQUIRES YOU TO CONSENT TO OUR PRIVACY NOTICE.**
- **SECTION 9 OF THE CONSUMER AGREEMENT CONTAINS PROVISIONS RELATING TO OUR USE OF CERTAIN USER CONTENT.**
- **SECTION 14 OF THE CONSUMER AGREEMENT CONTAINS PROVISIONS WHICH LIMIT OUR LIABILITY TO YOU.**

This Consumer Agreement (“Consumer Agreement”) applies to users of the SaaS who are not oneapp customers or their employees. For clarity, oneapp’s customers are corporations, LLCs, partnerships, sole proprietorships, or other business entities, who make the SaaS available for their business and professional purposes (each, a “Merchant”), and Merchants are subject to the Merchant Agreement, the current version of which is available at <http://legal.withoneapp.com/#merchant-agreement>.

The Consumer Agreement sets forth the terms for your use of the SaaS and are effective as of the date you accept or otherwise agree to the terms of the Consumer Agreement (“Effective Date”). The Consumer Agreement are between the applicable oneapp entity identified below (“oneapp”) and you or the organization on whose behalf you are accepting or otherwise agreeing to the terms of the Consumer Agreement (“you”, “your”, “yours”, or “Consumer”).

If you are domiciled in:	oneapp entity entering into the Consumer Agreement:
The United States	With One App Inc., a Delaware corporation, with a place of business at 195 Plymouth Street, Suite 3/1, Brooklyn NY 11201, United States of America

oneapp may update the terms of the Consumer Agreement from time to time, and notice may be provided via email, or by posting an updated version of this Consumer Agreement at <https://legal.withoneapp.com/#consumer-agreement>. Following such notice, your continued use of the SaaS on or after the date the updated version of the Consumer Agreement is effective and binding, as indicated at the top of the Consumer Agreement, and constitutes your acceptance of the updated version of the Consumer Agreement. The updated version of the Consumer Agreement supersedes all prior versions. If you do not agree to the updated version of the Consumer Agreement, you must stop using the SaaS immediately.

1. Definitions

"Affiliate" means with respect to a party, any person or entity that controls, is controlled by, or is under common control with that party, where "control" means the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract, or otherwise.

"Beta Offerings" means SaaS that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar SaaS offered by oneapp.

"Consumer Agreement" means any such terms of service as oneapp may require for users of the SaaS who are not oneapp's customers or their employees, the current version of which is available at <https://legal.withoneapp.com/#consumer-agreement>.

"Consumers" means any of Merchant's business or individual clients or other third parties, to whom Merchant gives access to the SaaS, including without limitation such users' agents and employees.

"Merchant Data" means data and other information made available by you to oneapp in connection with your use of the SaaS under this Agreement.

"Merchant Services" means any software application, products, services or Professional Services provided by you and used in connection with your use of the SaaS under this Agreement. If applicable, Merchant Services includes sources from which you choose to retrieve Merchant Data and destinations to which you choose to transmit Merchant Data using the SaaS.

"Documentation" means oneapp documentation, including any usage guides and policies, for the SaaS.

"Consumer" means any business or individual who uses the SaaS on Merchant's behalf or through Merchant's account or passwords, whether authorized or not, including without limitation Consumers.

"Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"oneapp Acceptable Use Policy" means certain terms relating to the use of the SaaS, including the Service and Area Specific Requirements set forth therein, the current version of which is available at <https://legal.withoneapp.com/#aup>.

"oneapp Data Protection Addendum" means the personal data processing-related terms for the SaaS, the current version of which is available at <https://legal.withoneapp.com/#data-protection-addendum>.

"oneapp Security Overview" means the security related terms for the SaaS, the current version of which is available at <https://legal.withoneapp.com/#security-overview>.

"oneapp SLA" means the service level agreement for the Services, the current version of which is available at <http://legal.withoneapp.com/#service-level-agreements>.

"Order" means an order for access to the SaaS or Third Party Services, executed as follows: (a) successfully registering on oneapp for a Merchant account; (b) purchasing a subscription for an existing Merchant account; (c) funding your Merchant account with your payment method, and executing a SaaS clickwrap (d) adding or inviting Consumers to access the SaaS under your Merchant account; (e) via completed API call from Merchant Services to your account.

"Order Form" means a physical Order document executed between you and oneapp.

"Professional Services" means only those services performed by individuals in connection with a trade, craft or profession.

"SaaS" means software as a service applications developed by oneapp or its Affiliates, provided on or through the oneapp cloud platform, as applicable, that (a) you use, including, without limitation, software as a service applications that are on a trial basis or otherwise free of charge or (b) you order under an Order Form. SaaS excludes any Merchant Services and Third Party Services (as defined below).

“SaaS Usage Data” means any data that is derived from the use of the SaaS that does not directly or indirectly identify you, your Consumers, or any natural person and includes (a) data such as volumes, frequencies, bounce rates, and SaaS performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you, your Consumers, or any natural person.

“Third Party Services” means any products, services, Professional Services, or software components that are purchased by you from or through oneapp, but provided, or otherwise made available, by a third party (i.e., a party other than oneapp). Third Party Services are governed by a separate agreement between you and the third-party provider.

Any capitalized term not defined in this Section 1 will have the meaning provided in this Agreement.

2. Eligibility

2.1 You may only enter into the Consumer Agreement if you are over the age of majority and/or able to enter into a legally binding contract in the area in which you are domiciled.

2.2 You must not use the SaaS if you have previously been terminated or suspended from using any of our SaaS. You may not enter into the Consumer Agreement or use any SaaS if you are the target of government sanctions, such as those applied by the U.S. Department of the Treasury Office of Foreign Assets Control, or any other national government.

2.3 You must be eligible for the particular SaaS to the extent they are available in your area. If oneapp presents an incorrect area for you or you move areas, then you must correct the area associated with you in the SaaS before using the SaaS again.

3. oneapp's Role

3.1 You understand, acknowledge and agree that: (a) oneapp provides the SaaS to Merchants, who make the SaaS available to you to provide their Merchant Services offered through the SaaS; (b) oneapp is in the business of providing the SaaS, oneapp is not a provider of Professional Services such as a real estate broker or agent, landlord, lessor, property manager, debt collector, attorney, or merchant, and has no responsibility or liability for the acts or omissions of any Merchant; (c) Merchants are the merchants of Merchant Services offered through the SaaS; (d) the SaaS facilitates the transmission of Orders and related Merchant Data initiated by Consumers; (e) oneapp will not guarantee the suitability, legality, or ability of any Merchant; (f) oneapp is not responsible for Merchants' offerings or delivery or Merchant Services, or whether the photographs, images, real estate listing information, application requirements or lease terms displayed through the SaaS accurately reflect Merchant Services offered, sold or delivered by oneapp Merchants; (g) oneapp does not verify Merchants' compliance with applicable laws or regulations; (h) oneapp has no responsibility or liability for acts or omissions by Merchant; (i) the Merchant Services you purchase will be provided through the SaaS by the Merchant you have selected, and that your orders for Merchant Services will be directed by your instructions to the Merchant, Consumers and third parties that you designate using information that you provide to the SaaS; and (j) oneapp does not acquire any ownership or other interest in any Merchant Services that you order through the SaaS.

3.2 Any contract for Merchant Services made using the SaaS is directly between you and the Merchant. You, and not oneapp, are responsible for the purchases you make using the SaaS. The Merchant, and not oneapp, is responsible for the Merchant Services that you may purchase from them using the SaaS, including but not limited to delivery, quality of goods, quality of services, refunds, fraud, advertising, liability relating to the Merchant's products or services, or non-compliance with applicable law.

3.3 Your access to and use of the SaaS does not change your relationship with the Merchant, Third Party Services or platforms or with your bank or credit or debit card company.

3.4 Except as provided otherwise in these Consumer Agreement, oneapp will not intervene in any dispute between you and a Merchant for any transactions using the SaaS. If you find yourself in a dispute with a Merchant or a third party, oneapp encourages you to contact the other party and try to resolve the dispute. You can submit a complaint regarding a Merchant via email to oneapp at

support@withoneapp.com, and oneapp may forward your complaint to the Merchant with a request that they contact you directly. Except as provided otherwise in these Consumer Agreement, oneapp will not make judgments regarding factual disputes or legal issues or claims between you and the Merchant, and oneapp has no obligation to resolve any disputes. You release oneapp from any claims, demands, and damages arising out of disputes relating to your use of the SaaS, the Third Party Services, and the Merchant Services, including those with other users or parties.

3.5 oneapp makes no warranties with respect to the Merchant Services or information provided by Merchants, and oneapp is not responsible or liable for: (a) product liability claims in respect of Merchants; (b) claims that the offer or sale of Merchants' products or services fails to conform to any applicable legal or regulatory requirement; (c) claims respecting Merchants' products, services, or practices arising under consumer protection or similar legislation; (d) any inaccurate, incomplete or out of date information offered by a Merchant; or (e) the acts or omissions of any third party platform where you may interact with or purchase from.

4. Identification and Prevention of Fraud, Consumer Account

4.1 Identification and Prevention of Fraud. You agree that: (a) Information you provide about yourself and your use of the SaaS must be complete and accurate as of the time provided, and you must keep this information up-to-date; (b) to the extent law allows, oneapp, its subprocessors and Third Party Services may verify your identity; and (c) you must notify oneapp immediately via email at support@withoneapp.com if you become aware of any unauthorized use or access to the SaaS with your credentials. You are responsible for any actions taken through the use of your credentials, except for actions taken after you have told us that your account or credentials have been compromised.

4.2 Consumer Account. You may be required to register for an account to use parts of the SaaS. You must provide accurate, current, and complete information during the registration process and at all other times when you use the SaaS, and to update the information to keep it accurate, current, and complete. You are the sole authorized Consumer of any account you create through the SaaS. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. Neither oneapp nor other Consumers may access your Consumer account without your authorization, and you may not authorize other Consumers to access or use your Consumer account except as permitted by the Consumer Agreement or where the law requires. You may not assign or otherwise transfer your Consumer account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify oneapp immediately via email at support@withoneapp.com. oneapp will not be liable, and you may be liable, for losses, damages, liability, expenses, and fees incurred by oneapp or a third party arising from someone else using your account. If you provide any information to the SaaS in the creation or maintenance of your User Account that is untrue, inaccurate, not current, or incomplete, or if oneapp has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, oneapp has the right to suspend or terminate your Consumer account and refuse any and all current or future use of the SaaS (or any portion thereof). oneapp may enable or require you to use a single set of login credentials to use the SaaS. You agree not to create an account or use the SaaS if you have been previously removed from the oneapp platform by oneapp or if you have been previously banned from use of the SaaS.

5. Electronic Communications and Signatures

5.1 Consent. oneapp or other parties may send you certain terms and conditions, agreements, disclosures, notices, records, or other communications regarding the SaaS, or Merchant Services or Third Party Services provided through the SaaS ("Communications"). By accepting the Consumer Agreement, or by accessing or using the SaaS, you consent: (a) to receive Communications electronically; and (b) to use electronic signatures. You also agree that all Communications provided to you electronically satisfy any legal requirement for such communications to be in writing. You agree to keep your contact information, including email address, current. This Section 10 does not affect your statutory rights. If you choose not to consent to this Disclosure or if you withdraw your consent, you may be unable to use the Consumer Services.

5.2 Paper Copy of the Consumer Agreement. To view and retain a copy of the Consumer Agreement, you will need (a) a device (such as

a computer or mobile phone) with a web browser and Internet access, and (b) either a printer or storage space on such device.

5.3 How to Withdraw Your Consent. You may withdraw your consent to receive electronic Communications under this Section 10 by contacting oneapp via email at support@withoneapp.com or by writing to us at: With One App Inc., 195 Plymouth Street, Suite 3/1, Brooklyn NY 11201. You may only contact us by e-mail or mail to withdraw your consent. Your withdrawal of consent will cancel your ability to receive electronic Communications, and may terminate your ability to use the SaaS. Your withdrawal of consent to receive electronic Communications will be effective after oneapp has had a reasonable period of time to process your withdrawal.

5.4 Federal Law. You acknowledge and agree that if you are domiciled in the United States the SaaS are subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you intend that the E-SIGN Act apply to validate your ability to engage in transactions related to the SaaS electronically.

6. Communications with oneapp

6.1 To the extent allowable under law, by providing us with a phone number, you consent to receiving text (SMS) messages, push notifications, and phone calls from the SaaS. Such communications may include, but are not limited to, requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, requests for product feedback, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the SaaS. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates your cell phone carrier applies may apply to the text messages we send you.

6.2 You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails or by managing your communications preferences in the app. You may opt-out of text messages from the SaaS by replying STOP or by following instructions that you receive in the text message. You may opt-out of phone calls by notifying the caller or by contacting support via email at support@withoneapp.com. You acknowledge that opting out of receiving communications may impact your use of the SaaS.

6.3 You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to oneapp or its subprocessor for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

7. The SaaS

7.1 Use of the SaaS. You will use the SaaS in accordance with the Consumer Agreement, the Documentation, the oneapp Acceptable Use Policy, and applicable law.

7.2 Consent to Privacy Notice. You acknowledge having read and understood the oneapp Privacy Notice, and you consent to the collection, use, and disclosure of your personal information by the SaaS in accordance with the oneapp Privacy Notice, which is incorporated in the Consumer Agreement by reference.

7.3 4. Availability of the SaaS. You understand that use and availability of the SaaS may be interrupted, including for maintenance, upgrades, or network or equipment failures. oneapp may discontinue the SaaS, any of its features, and/or support for the SaaS, including its use on certain devices and platforms, at any time.

8. Fees and Payment Terms

8.1 Prices and Charges. You understand that: (i) the prices for items displayed through the SaaS are set by Merchants, and may differ from the prices offered or published by Merchants for the same items and/or from prices available at third party websites, and that such prices may not be the lowest prices at which the items are sold and may change at any time without notice; (ii) oneapp has no

obligation to itemize its costs, profits, or margins when publishing such prices; and (iii) pricing may change at any time, in the discretion of a Merchant. For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final totals. In those situations, oneapp reserves the right to temporarily authorize or place a hold on your payment method for an amount that may be greater than the amount shown at checkout and to charge your payment method the final price after checkout. You are liable for all transaction taxes (other than taxes based on oneapp's income), including sales tax, use tax, goods and services tax, and other transaction taxes if applicable, on the SaaS provided under the Consumer Agreement. If transaction taxes, including sales tax, use tax, goods and services tax, and other transaction taxes, are applicable, oneapp reserves the right to charge you additional amounts on account of such taxes. Where legally required, all dollar amounts (including any fees, charges, prices, or amounts payable or receivable) displayed through the SaaS are stated on a goods and services tax-inclusive (if any) basis, except where noted; goods and services tax will be payable in addition to and at the same time as any amounts payable under these Consumer Agreement. In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, and fees displayed to you at checkout, oneapp reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by a oneapp or a Merchant's payments processor, using the preferred payment method designated in your account. If your payment details change, you or your card provider may provide us with updated payment details. oneapp may use these new details or details from other payment methods on file in order to help prevent any interruption to your use of the SaaS. This includes our right to charge any payment method on file if your initial form of preferred payment fails. It is your responsibility to keep your billing information up to date.

8.2 Strikethrough Pricing. The SaaS may use strikethrough pricing for certain items (for example, when presenting a discount or promotional price for items). oneapp does not represent that the strikethrough price was the regular or former price of items for any particular period of time and the time period may vary widely depending on the items. oneapp may also rely on Merchants to provide information about the regular or former price of items offered by those Merchants, and Merchants' strikethrough price therefore may represent the price that a Merchant offered the item for sale for some period of time. The strikethrough price may also be an introductory price that was offered for a short period of time.

8.2 Refunds. Charges paid by you for completed orders, or for orders confirmed by a Merchant or by the SaaS, are final and non-refundable. oneapp has no obligation to provide refunds or credits but may grant them gratuitously at oneapp's sole discretion in each case. In order to make a claim for a refund or credit, please email oneapp at support@withoneapp.com for the procedures set out in the oneapp Refund Policy.

8.3 Fees for the SaaS and Merchant Services. All fees, whether charged by oneapp, or by Merchants to you, will be referred to collectively as the "Fees." Merchants and oneapp may charge the Fees to you through the SaaS, where applicable. oneapp may change the Fees that oneapp charges you as oneapp deems necessary or appropriate for its business. The SaaS may offer different pricing to you based on a variety of factors, including but not limited to Merchants paying credits towards Consumer orders as part of a promotional offer, or from geographic areas or usage. oneapp may also charge you additional fees as required by law. Further, oneapp may charge fees to Merchants on orders that you place through the SaaS, and the SaaS may change those Merchant fees as oneapp deems necessary or appropriate for its business or to comply with applicable law. oneapp may charge you a service fee for the convenience of ordering through the oneapp platform. None of the service fee or any other fee charged to you by oneapp is for any right to access, install, or use any of the SaaS.

9. Ownership Rights, Data Protection

9.1 oneapp alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the SaaS and the Documentation. The Consumer Agreement is not a sale and does not convey to you any rights of ownership in or related to the SaaS, or any intellectual property rights owned by oneapp. oneapp names, oneapp logos, and the product names associated with the Technology and Services are trademarks of oneapp or third parties, and no right or license is granted to use them. You agree that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the SaaS.

9.2 Feedback. oneapp welcomes any recommendations, suggestions, ideas, or feedback you have about the SaaS (collectively, "Feedback"). You understand that oneapp owns all Feedback that you provide and you are not entitled to any compensation or reimbursement of any kind for providing Feedback to oneapp or in connection with oneapp's use of Feedback. Please email your Feedback to oneapp at support@withoneapp.com.

9.3 Data Protection. Please read the oneapp Privacy Notice and the oneapp Data Protection Addendum carefully to understand how the SaaS collects, uses, and shares your information in connection with Merchant Services. With regard to the collection of personal information through the SaaS, a Merchant may act either as a controller or processor, and oneapp is a processor.

10. Arbitration Agreement

THIS SECTION 10 OF THE CONSUMER AGREEMENT WILL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IF YOU ARE DOMICILED IN THE UNITED STATES, IT REQUIRES YOU TO RESOLVE DISPUTES BETWEEN YOU AND ONEAPP ON AN INDIVIDUAL BASIS THROUGH ARBITRATION, PROHIBITS YOU FROM MAINTAINING OR PARTICIPATING IN A CLASS ACTION LAWSUIT, WAIVES YOUR RIGHT TO A JURY TRIAL, AND LIMITS THE TIME IN WHICH A CLAIM MAY BE BROUGHT. THIS SECTION OF THE CONSUMER AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

10.1 Scope of Arbitration Agreement. If you reside in the United States, you agree that any and all disputes or claims that have arisen or may arise between you and oneapp or that relate in any way to the SaaS, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively through final and binding individual arbitration, rather than in court, except that you or we may assert claims in small claims court, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Arbitration Agreement is intended to be broadly interpreted.

10.2 IF YOU AGREE TO ARBITRATION WITH ONEAPP, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, AND/OR PRIVATE ATTORNEY GENERAL LAWSUIT, WHETHER AS A NAMED OR UNNAMED CLAIMANT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST ONEAPP IN AN INDIVIDUAL ARBITRATION PROCEEDING ONLY, NOT BEFORE A JUDGE OR JURY.

10.3 Informal Resolution. You and oneapp agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and oneapp therefore agree that, before either you or oneapp demand individual arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also personally attend the conference. The party initiating the dispute must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify oneapp that you intend to initiate an informal dispute resolution conference, email oneapp at legalnotices@withoneapp.com, providing your name, telephone number associated with your account in the SaaS (if any), the email address associated with you or your account in the SaaS, and a description of your claim, including the amount of monetary relief (if any) you seek. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Compliance with the informal dispute resolution conference, including your personal participation, is a requirement that must be fulfilled before commencing individual arbitration or small claims proceedings. The statute of limitations, the one-year limitations period provided herein, and any filing fee deadlines shall be tolled beginning from the date of written notice of a dispute and while the parties engage in the informal dispute resolution process required by this paragraph. If the dispute has not been resolved within 120 days of written notice having been provided, tolling shall be suspended and such periods shall resume, unless otherwise mutually agreed in writing.

10.4 Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in New York will apply in any arbitration proceedings, without regard to principles of conflict of laws. The arbitration will be administered by JAMS

(www.jamsadr.com) pursuant to JAMS' Optional Expedited Arbitration Procedures. The arbitration will be determined in New York County, New York or at another mutually agreed location before one arbitrator. If the value of the relief sought is \$10,000 or less, you or oneapp may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and oneapp subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or oneapp may attend by telephone, unless the arbitrator(s) require(s) otherwise. Any settlement offer made by you or oneapp shall not be disclosed to the arbitrator(s). Judgment on the Award may be entered in any court having jurisdiction.

10.5 It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

10.6 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to this arbitration provisions by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Arbitration Agreement shall survive the termination or cancellation of the Consumer Agreement.

10.7 Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10.8 At the time of commencement of an individual arbitration proceeding, in addition to complying with the rules JAMS' Optional Expedited Arbitration Procedures, you must send a "Demand for Arbitration" by certified mail to:

With One App, Inc. Attn: Legal Department, 195 Plymouth Street, Suite 3/1, Brooklyn NY 11201

oneapp will send any Demand for Arbitration to you to the address associated with you or your account in the SaaS, as applicable; it is your responsibility to keep your address up to date.

10.9 To be valid, the Demand for Arbitration must contain all information called for in the applicable Demand for Arbitration form made available by JAMS, including the email address and phone number associated with you, or you account in the SaaS, a description of the nature and basis of the claims you are asserting, and the specific relief sought. Mass, group, collective, or consolidated notices of dispute are not permitted. In addition, if you have asked an attorney to submit your Demand for Arbitration for you, the notice also must include your signed statement authorizing oneapp to disclose private information about you (such as your account records and transaction history) to your attorney if necessary in resolving your claim. Your privacy is important to us and protected by law.

10.10 The individual arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or oneapp may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and oneapp subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or oneapp may attend by telephone, unless the arbitrator(s) require(s) otherwise. Any settlement offer made by you or oneapp shall not be disclosed to the arbitrator(s).

10.11 Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. All disputes regarding the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. The arbitrator will decide the rights and liabilities, if any, of you and oneapp. Except as expressly agreed to in the Consumer Agreement, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Arbitration Agreement, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator

will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall benefit and be binding among only the individual parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different Consumers, but is/are bound by rulings in prior arbitrations involving the same Merchant to the extent required by applicable law as if the matter had been litigated in a court in that jurisdiction. The arbitrator shall follow the applicable law. The arbitrator's decision is final and binding on you and oneapp. In the event a monetary award is not paid within 60 days, judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.12 Waiver of Jury Trial. YOU AND ONEAPP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and oneapp are instead electing to have claims and disputes resolved by arbitration, except as specified this Arbitration Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

10.13 Waiver of Class or Consolidated Actions. EXCEPT AS EXPRESSLY AGREED TO IN THE CONSUMER AGREEMENT, YOU AND ONEAPP AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS EXCEPT AS SET FORTH IN THIS ARBITRATION AGREEMENT. CLAIMS OF MORE THAN ONE CONSUMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CONSUMER OR USER EXCEPT AS SET FORTH IN THE CONSUMER AGREEMENT. Subject to oneapp's consent, this provision does not prevent you from participating in a class-wide settlement of claims against oneapp.

10.14 Two Year Limitations Period. You agree that any claim against oneapp must be brought within two years of the date on which you first become aware, or reasonably should have become aware, of facts giving rise to such controversy, claim or dispute. You agree that this two-year limitations period is reasonable and that if you fail to provide notice of intent to initiate an informal dispute resolution conference within such time, your claim will be forever barred and may not be pursued against oneapp, either in arbitration or a court.

10.15 Opt Out. Within 30 days of first accepting the Consumer Agreement containing this Arbitration Agreement, you can choose to reject this Arbitration Agreement by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this Arbitration Agreement for the first time. You must mail the opt-out notice to:

With One App, Inc. Attn: Legal Department, 195 Plymouth Street, Suite 3/1, Brooklyn NY 11201

or by contacting oneapp via email at legalnotices@withoneapp.com. The opt-out notice must include your name, address, phone number, and the email address(es) associated with you in the SaaS, and can only be submitted on behalf of yourself. You agree to maintain your own copy of any opt-out request that you mail to oneapp. Mass, group, collective, or consolidated opt-outs are not permitted. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Consumer Agreement will continue to apply. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have or may enter into with us. If you do not opt out of this Arbitration Agreement, but reject a future change to arbitration provisions, you agree that you will individually arbitrate any dispute in accordance with the language of this version of the Arbitration Agreement.

10.16 Severability and Survival. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief, class, collective, representative, private attorney general, or consolidated relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for public injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated. This Arbitration Agreement survives any termination of the Consumer Agreement.

10.17 Court Proceedings. Subject to and without waiver of the Arbitration Agreement, you and we each submit to exclusive personal jurisdiction and agree that any judicial proceedings (other than small claims actions) will be brought in the federal or state courts of the state of Delaware.

11. Interactions with Merchant Services and Third Party Services

11.1 The oneapp website and the SaaS platform contains links to Merchant Services and Third Party Services. When you click or tap on a link to Merchant Services and Third Party Services, the SaaS may not warn you that you have left the oneapp's website or the SaaS, and may not warn you that you are subject to the terms and conditions (including privacy policies) of another website, service or destination. Such Merchant Services and Third Party Services are not under the control of oneapp. oneapp is not responsible for any Merchant Services and Third Party Services. oneapp provides links to these Merchant Services and Third Party Services only as a convenience and does not warrant or make any representations with respect to such Merchant Services and Third Party Services. You use all links in Merchant Services and Third Party Services at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Merchant Services and Third Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any off-platform transaction with any Merchant or Third Party.

12. Warranty Disclaimer

12.1 UNITED STATES FEDERAL LAW AND SOME STATES AND OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE EXCLUSIONS IN THIS SECTION 12 MAY NOT APPLY TO YOU. THIS SECTION 12 APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE SAAS ARE PROVIDED "AS IS," AND ONEAPP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND ONEAPP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Indemnification

13.1 You will defend oneapp and oneapp's officers, directors, employees, and affiliated entities (collectively, "oneapp Indemnified Parties") from and against any claim, demand, suit, or proceeding made or brought against a oneapp Indemnified Party by a third party alleging or arising out of your use of the SaaS ("Claim"). You will indemnify oneapp from any damages, fines or penalties imposed by a government or regulatory body, attorneys' fees, and costs awarded against a oneapp Indemnified Party or for settlement amounts approved by you for a Claim.

13.2 oneapp reserves the right, at its own expense, to participate in the defense of any Claim. You will not do the following without oneapp's prior written consent: (a) settle any Claims for which you have an obligation to indemnify pursuant to this Section 8 or (b) admit to liability or fault or create any obligation on behalf of oneapp as part of a settlement of a Claim.

14. Limitation of Liability

14.1 This Section 9 applies to the fullest extent permitted by applicable law, and some provisions in this Section 9 may not apply in certain jurisdictions. You understand and agree that a key element of the SaaS and the Consumer Agreement is your and our mutual desire to keep the SaaS simple and efficient and to provide the SaaS at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 9 to keep the SaaS simple and efficient, and costs low, for all Consumers.

14.2 Cap on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONSUMER AGREEMENT, ONEAPP'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS CONSUMER AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SAAS WILL IN NO EVENT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO ONEAPP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9 IS TO ALLOCATE THE RISKS UNDER THIS CONSUMER AGREEMENT BETWEEN THE PARTIES AND ONEAPP HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS

AND USE the SAAS.

14.3 Disclaimer of Certain Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ONEAPP SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE, AND ECONOMIC ADVANTAGE). THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY ONEAPP'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY IN THE UNITED STATES.

15. Term, Termination and Survival

15.1 You may terminate these Consumer Agreement at any time, for any or no reason, by immediately ceasing your use of the SaaS. If you commence using the SaaS again, you are consenting to these Consumer Agreement. oneapp may, in its sole discretion, suspend or terminate these Consumer Agreement immediately (a) if oneapp suspects you are in breach of these Consumer Agreement; (b) if oneapp determines that you are engaged in activity that is suspected or actually fraudulent, illegal or otherwise malicious or fails to comply with applicable law; or (c) to prevent harm to the security, stability, availability, or integrity of oneapp. oneapp reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the SaaS is terminated, the Consumer Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of the Consumer Agreement.

16. General

16.1 Relationship. No joint venture, partnership, employment, or agency relationship exists between you, oneapp, or any third party as a result of the Consumer Agreement or use of the SaaS.

16.2 Choice of Law. Without giving effect to any principles that provide for the application of the law of any other jurisdiction, the Consumer Agreement is governed by the laws of the State of Delaware consistent with the Federal Arbitration Act, except where prohibited by applicable law.

16.3 Consumer Complaints. If you have a complaint about the SaaS or Merchant Services, please email oneapp at support@withoneapp.com. For Consumers domiciled in the United States Consumers who are residents of the State of California, and in accordance with California Civil Code § 1789.3, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (800) 952-5210.

16.4 Notice. Where oneapp or the SaaS requires that you provide an email address, you are responsible for providing oneapp with your most current email address. In the event that the last email address you provided to oneapp or the SaaS is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Consumer Agreement, oneapp's dispatch of the email containing such notice will nonetheless constitute effective notice. You agree that all agreements, notices, disclosures, payment or renewal notifications, and other communications that oneapp provides to you electronically (such as through email or posting through the SaaS, including in your oneapp account) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You may give notice to oneapp by emailing support@withoneapp.com. Such notice shall be deemed given on the next business day after such notice is actually received by oneapp.

16.5 Currency. Unless otherwise indicated, all prices and other amounts displayed through the SaaS are in U.S. Dollars.

16.6 Use Only Where Legally Allowed. You shall not access or use any portion of the SaaS if you are not legally allowed to do so where you are located.

16.7 Severability. In the event that any provision of the Consumer Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of the Consumer Agreement will continue in full force and effect.

16.8 Entire Agreement. The Consumer Agreement (including all exhibits and attachments hereto) will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written. No oral or written information or advice given by oneapp, its agents, or its employees will create a warranty or in any way increase the scope of the warranties or obligations in the Consumer Agreement.