

NGM GROUP

www.ngmgroup.co

Terms of Service

PLEASE READ THESE USER TERMS CAREFULLY **BEFORE** USING OUR WEBSITE AND/OR THE **REFERRAL SERVICE**. USE OF THE SITE CONSTITUTES TOTAL AGREEMENT OF ALL TERMS.

The NGM GROUP WEBSITE Terms and Conditions (“User Terms”) constitute a legally binding agreement between the NGM GROUP WEBSITE (“NGM GROUP WEBSITE” “we”, “us”, or “our”), the website and its related software application and platform (hereafter, collectively referred to as the “NGM GROUP WEBSITE SERVICE”) and you (“you” or “your”), the user of the NGM GROUP WEBSITE BY USING THE NGM GROUP WEBSITE SERVICE IN ANY FORM OR FASHION (INCLUDING, WITHOUT LIMITATION, NAVIGATING THE NGM GROUP WEBSITE FOR HELP, YOU ACKNOWLEDGE AND AGREE TO THESE USER TERMS, AND NGM GROUP WEBSITE’S PRIVACY POLICY, WHICH CAN BE FOUND ON THE WEBSITE UNDER “PRIVACY POLICY” AND INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU ARE ORDERED TO CEASE AND DECIST USE OF THE WEBSITE.

THE USER TERMS ARE INTENDED FOR ALL USERS OF THE NGM GROUP WEBSITE SERVICE, INCLUDING THOSE WHO ARE SIMPLY NAVIGATING THE WEBSITE OR THOSE WHO REQUEST AN APPOINTMENT OR INFORMATION OR REGISTER AN ACCOUNT. HOWEVER, DIFFERENT SECTIONS OF THE USER TERMS AFFECT USERS DIFFERENTLY, SO PLEASE BE SURE TO READ THESE TERMS AND CONDITIONS CAREFULLY.

1. The NGM GROUP WEBSITE and NGM GROUP WEBSITE SERVICE Overview

The NGM GROUP WEBSITE provides an online platform whereby users can connect with vendors who offer roadside assistance and tow services (hereafter, “Providers”). Users can access the NGM GROUP WEBSITE SERVICE through the use of the NGM GROUP WEBSITE or NGM GROUP WEBSITE MOBILE APPLICATION and can be accessed by you on your single mobile device (smart phone) or computer. The NGM GROUP WEBSITE is not directly involved in or otherwise a party to any transactions that may take place between users and Providers. The NGM GROUP WEBSITE has no control over the quality, safety, or legality of any aspect of Providers’ services or offerings or any claims made by Providers about the services they offer, the truth or accuracy of warranties or pricing supplied by Providers to the NGM GROUP WEBSITE, the ability of Providers to provide the services offered, or the ability of users to pay for Provider’s services. The NGM GROUP WEBSITE does not conduct background checks regarding any users or Providers. The NGM GROUP WEBSITE is not a broker, agent or insurer for any users or Providers. The NGM GROUP WEBSITE makes no representations, warranties or guarantees regarding any content or information provided by users or Providers. We encourage you to communicate directly with potential transaction partners through the tools available through the NGM GROUP WEBSITE SERVICE. All purchases made by users from Providers are made at each party’s own risk. The NGM GROUP WEBSITE has customer information and privacy policies as set forth in its PRIVACY POLICY as provided on the NGM GROUP WEBSITE which is fully incorporated herein by reference.

2. Registration for the NGM GROUP WEBSITE Service.

Registration request for appointment, service or quote with the NGM GROUP WEBSITE Service is subject to the following additional terms and conditions:

(a) Eligibility: By registering with the NGM GROUP WEBSITE, you represent and warrant that all registration information you submit, including, without limitation, your first and last name, mobile telephone number, vehicle information (make, model, year, etc.), and credit card or financial account payment information is completely accurate and truthful. The NGM GROUP WEBSITE may, in our sole discretion, refuse to offer access to or use of the NGM GROUP WEBSITE SERVICES to any party and change the eligibility criteria at any time. By registering with the NGM GROUP WEBSITE, you represent that if you are an individual, you are of legal age to enter into a binding contract and that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these User Terms and register for the NGM GROUP WEBSITE SERVICE.

(b) Security of Registration Information: You are solely responsible for maintaining the security and correctness of your registration information. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify the NGM GROUP WEBSITE of any unauthorized use of your password or any breach of security. You also agree that the NGM GROUP WEBSITE shall not be liable for any loss or damage arising from your failure to keep your password secure.

(c) Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. In addition, you must abide by our policies as stated in the User Terms as well as all other operating rules, policies and procedures that may be published from time to time via the NGM GROUP WEBSITE Service, each of which is incorporated herein by reference and each of which may be updated by the NGM GROUP WEBSITE from time to time without notice to you.

3. Your Use of the NGM GROUP WEBSITE SERVICE.

By using the NGM GROUP WEBSITE SERVICE, you agree to the following restrictions on your use of the NGM GROUP WEBSITE SERVICE:

You warrant that the information you provide to the NGM GROUP WEBSITE is accurate and complete. The NGM GROUP WEBSITE is entitled at all times to verify the information that you have provided and to refuse the NGM GROUP WEBSITE Service for any reason or no reason. You may only access the NGM GROUP WEBSITE Service using authorized means. The NGM GROUP WEBSITE is not liable if you do not have a compatible mobile device or computer. The NGM GROUP WEBSITE reserves the right to terminate the NGM GROUP WEBSITE Service should you attempt to access the NGM GROUP WEBSITE SERVICE with an incompatible or unauthorized device or computer.

You will only use the NGM GROUP WEBSITE Service for your sole, personal use and will not resell it to a third party;

- You will not authorize others to use your account;
- You will not assign or otherwise transfer your account to any other person or legal entity;
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- You will not use the NGM GROUP WEBSITE SERVICE for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

- You will not use the NGM GROUP WEBSITE SERVICE to cause nuisance, annoyance or inconvenience;
- You will not try to harm the NGM GROUP WEBSITE SERVICE or impair the proper operation of any related network, platform or application in any way whatsoever;
- You will not copy, or distribute the NGM GROUP WEBSITE SERVICE or any portion or feature thereof without advance written permission from the NGM GROUP WEBSITE;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the NGM GROUP WEBSITE SERVICE;
- You will provide us with whatever proof of identity we may reasonably request;
- You will only use an access data point account which you are authorized to use;
- You are aware that when requesting services by SMS if available in your jurisdiction, standard messaging charges will apply;
- You will not use the NGM GROUP WEBSITE SERVICE with an incompatible or unauthorized device or computer;
- You will comply with all applicable laws and regulations while using the NGM GROUP WEBSITE SERVICE. The NGM GROUP WEBSITE reserves the right to immediately
- Terminate the NGM GROUP WEBSITE SERVICE should you not comply with any of the foregoing.
- You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Application or Service. The NGM GROUP WEBSITE reserves the right to immediately terminate the SERVICE and the use of the Application should you not comply with any of the foregoing.

4. Payment

Use of the NGM GROUP WEBSITE SERVICE without obtaining Provider services is free of charge for users. The NGM GROUP WEBSITE reserves the right to introduce certain fees in the future. However, the NGM GROUP WEBSITE shall provide you with prior written notice of such fees.

The rates for the services charged by Providers can be accessed through the NGM GROUP WEBSITE SERVICE. These may be modified or updated by the NGM GROUP WEBSITE from time to time. It is your own responsibility to remain informed about the current rates for the services.

You agree that you will pay for all services you purchase from the Provider, and that the NGM GROUP WEBSITE may charge your credit card account as provided by you when registering for the NGM GROUP WEBSITE SERVICE for the Provider services, including any taxes and late fees, as applicable, that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing

The NGM GROUP WEBSITE with a valid credit card account for payment of all fees at all times. All payments are non-refundable, subject to applicable law.

The NGM GROUP WEBSITE uses a third-party payment processor (the "Payment Processor") to link your credit card account to the NGM GROUP WEBSITE SERVICE. The processing of payments or credits, as applicable, in connection with your use of the NGM GROUP WEBSITE SERVICE will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. The NGM GROUP WEBSITE is not responsible for any errors by the Payment Processor and you hereby agree to release the NGM GROUP WEBSITE from all liability arising from any acts or omissions of Payment Processor.

In connection with your use of the NGM GROUP WEBSITE and the NGM GROUP WEBSITE SERVICE will obtain certain transaction details, which shall be maintained in accordance with the NGM GROUP WEBSITE's Privacy Policy.

5. No Employment/Agent/Broker Relationship

The NGM GROUP WEBSITE is not an employment service and does not serve as an employer of any user of the NGM GROUP WEBSITE SERVICE or Provider. The NGM GROUP WEBSITE is not liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with any use of the NGM GROUP WEBSITE SERVICE or Provider's services. No brokerage, agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these User Terms. Without limiting the foregoing, except as expressly set forth herein, the NGM GROUP WEBSITE is not acting and does not act as an agent or broker for any users, Providers, or any other user of the NGM GROUP WEBSITE SERVICE.

6. Indemnification

By using the NGM GROUP WEBSITE SERVICE, you agree that you shall defend, indemnify and hold the NGM GROUP WEBSITE, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Providers arranged via the NGM GROUP WEBSITE SERVICE, or (c) your use or misuse of the NGM GROUP WEBSITE SERVICE.

7. Liability Limitation

BY USING THE NGM GROUP WEBSITE SERVICE OR ANY PORTION THEREOF, YOU AGREE THAT THE NGM GROUP WEBSITE AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF (a) ANY CHANGES WHICH WE MAY MAKE TO THE NGM GROUP WEBSITE SERVICE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN PROVIDING THE NGM GROUP WEBSITE SERVICE (OR ANY SERVICES OFFERED THROUGH OR FEATURES OF THE NGM GROUP WEBSITE SERVICE), (b) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE NGM GROUP WEBSITE SERVICE, (c) YOUR FAILURE TO PROVIDE THE NGM GROUP WEBSITE WITH ACCURATE ACCOUNT INFORMATION, (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (e) YOUR USE OR MISUSE OF THE NGM GROUP WEBSITE SERVICE, (f) ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, AND/OR (g) HYPERLINKS TO WEB SITES OR CONTENT OR RESOURCES PROVIDED BY COMPANIES OR PERSONS OTHER THAN THE NGM GROUP WEBSITE. THESE FOREGOING LIMITATIONS ON OUR LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF THE NGM GROUP WEBSITE, ITS AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE USER TERMS OR YOUR USE OF THE NGM GROUP WEBSITE

SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED \$100. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE USER TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE LIMITATIONS IN THESE USER TERMS MAY APPLY TO YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THESE USER TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

8. Disclaimer

The information, recommendations and/or services provided to you on or through the NGM GROUP WEBSITE SERVICE is for general informational purposes only and does not constitute advice. The NGM GROUP WEBSITE does not guarantee continuous, uninterrupted access to the NGM GROUP WEBSITE SERVICE. Although the NGM GROUP WEBSITE attempts to maintain the integrity and accuracy of the information accessible through the NGM GROUP WEBSITE SERVICE, we make no guarantees as to its correctness, completeness, or accuracy. Portions of the NGM GROUP WEBSITE SERVICE may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the NGM GROUP WEBSITE SERVICE by other users or third parties without the NGM GROUP WEBSITE's knowledge. The NGM GROUP WEBSITE cannot and does not guarantee that the contents of the NGM GROUP WEBSITE or mobile application are free of errors, defects, malware and viruses. The NGM GROUP WEBSITE reserves the right to cancel any payment, even if it has been previously confirmed by us in writing, as a result of incorrect or mistaken pricing or product or service description or other error. If we do cancel a payment, you will receive a full refund or credit as appropriate and you acknowledge and agree that a refund or credit is your sole remedy.

The quality of the services requested through the use of the NGM GROUP WEBSITE SERVICE is entirely the responsibility of the Provider who ultimately provides such services to you. The NGM GROUP WEBSITE under no circumstance accepts liability in connection with and/or arising from the services provided by the Provider or any acts, action, behavior, conduct, and/or negligence on the part of the Provider and you hereby agree to release the NGM GROUP WEBSITE from all liability and claims arising from the foregoing. Any complaints about the services provided by the Provider should therefore be submitted to the Provider.

THE NGM GROUP WEBSITE AND ITS AFFILIATES PROVIDE THE NGM GROUP WEBSITE SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE NGM GROUP WEBSITE SERVICE IS AT YOUR SOLE RISK AND THAT THE NGM GROUP WEBSITE AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR USE OF THE NGM GROUP WEBSITE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE NGM GROUP WEBSITE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE NGM GROUP WEBSITE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS A PART OF THE NGM GROUP WEBSITE SERVICE WILL BE CORRECTED. THE NGM GROUP WEBSITE AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM

THE NGM GROUP WEBSITE OR ITS AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

9. License Grant, Restrictions and Copyright Policy

For purposes of these User Terms, the following definitions apply:

“Content” means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software including that of the NGM GROUP WEBSITE mobile application), opinion, remarks, comments, artwork, links, questions, suggestions, information or other materials.

“The NGM GROUP WEBSITE Content” means Content owned or used by the NGM GROUP WEBSITE, its affiliates or licensors and made available through the NGM GROUP WEBSITE including the NGM GROUP WEBSITE SERVICE, mobile application, including any Content licensed from a third party, but excluding User Content.

“User Content” means Content that the NGM GROUP WEBSITE user posts, uploads, publishes, submits or transmits to be made available on the NGM GROUP WEBSITE or through the NGM GROUP WEBSITE SERVICE.

“Collective Content” means, collectively, the NGM GROUP WEBSITE Content and User Content.

Subject to your compliance with these User Terms, the NGM GROUP WEBSITE grants you a limited, non-exclusive, non-transferable license:

To view, download and print any of the NGM GROUP WEBSITE Content solely for your personal and non-commercial purposes; and to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the NGM GROUP WEBSITE SERVICE or Collective Content, except as expressly permitted in these User Terms. You may not reuse any Collective Content without first obtaining the written consent of the NGM GROUP WEBSITE. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the NGM GROUP WEBSITE or its licensors, except for the licenses and rights expressly granted in these User Terms.

10. License Granted by User

We may, in our sole discretion, permit users to post, upload, publish, submit or transmit User Content on the NGM GROUP WEBSITE SERVICE. User Content will be deemed non-confidential and non-proprietary. Accordingly, the NGM GROUP WEBSITE shall have the right and you hereby grant the NGM GROUP WEBSITE the non-exclusive, royalty-free, perpetual right to use, copy, publicly display, publicly perform, modify, create derivative works of and otherwise use or exploit, for any purpose, in any medium and throughout the world, any Content that you post, upload, publish, submit or transmit to be made available on the NGM GROUP WEBSITE or through the NGM GROUP WEBSITE SERVICE (“License Grant”).

You represent and warrant that any Content posted or transmitted by you does not and will not infringe any third-party rights, including any intellectual property rights, rights of privacy or personality rights and does not contain any defamatory content. Furthermore, you represent and warrant that you have obtained all necessary permission to post any such Content and to grant the NGM GROUP WEBSITE the rights granted in the License Grant without restriction.

You acknowledge that the NGM GROUP WEBSITE only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. The NGM GROUP WEBSITE does not continuously monitor User Content published by you or any other user or moderate between users and the NGM GROUP WEBSITE is under no obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of the NGM GROUP WEBSITE. Any use by you of the User Content is entirely at your own risk.

You agree to indemnify and hold harmless the NGM GROUP WEBSITE, its affiliates and licensors against all costs, expenses, damages, losses and liabilities incurred or suffered by the NGM GROUP WEBSITE or its affiliated companies related to any Content posted or transmitted by you or your other use of the NGM GROUP WEBSITE SERVICE. The NGM GROUP WEBSITE reserves the right at its sole discretion to block or remove (in whole or in part) any User Content which the NGM GROUP WEBSITE believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to the NGM GROUP WEBSITE.

11. The NGM GROUP WEBSITE Mobile Application License

Subject to your compliance with these User Terms, the NGM GROUP WEBSITE grants you a limited non-exclusive, non-transferable license to use the NGM GROUP WEBSITE mobile application and to access the NGM GROUP WEBSITE SERVICE via a single mobile device or computer that you own or control and to run such copy of the NGM GROUP WEBSITE mobile application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the NGM GROUP WEBSITE mobile application in any way; (ii) modify or make derivative works based upon the NGM GROUP WEBSITE SERVICE or the NGM GROUP WEBSITE mobile application; (iii) create Internet "links" to the Service or "frame" or "mirror" the NGM GROUP WEBSITE mobile application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the NGM GROUP WEBSITE mobile application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the NGM GROUP WEBSITE SERVICE or the NGM GROUP WEBSITE mobile application, or (c) copy any ideas, features, functions or graphics of the NGM GROUP WEBSITE SERVICE or the NGM GROUP WEBSITE mobile application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the NGM GROUP WEBSITE SERVICE or the NGM GROUP WEBSITE mobile application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate of third party rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the NGM GROUP WEBSITE SERVICE or the data contained therein; or (v) attempt to gain unauthorized access to the NGM GROUP WEBSITE SERVICE or its related systems or networks.

The NGM GROUP WEBSITE will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. The NGM GROUP WEBSITE may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that the NGM GROUP WEBSITE has no obligation to monitor your access to or use of the NGM GROUP WEBSITE SERVICE or Collective Content or to review or edit any Collective Content but has the right to do so for the purpose of operating the NGM GROUP WEBSITE SERVICE, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. The NGM GROUP WEBSITE reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that the NGM GROUP WEBSITE, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the NGM GROUP WEBSITE SERVICE.

12. Intellectual Property Ownership

The NGM GROUP WEBSITE (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the NGM GROUP WEBSITE and the NGM GROUP WEBSITE mobile application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the NGM GROUP WEBSITE or SERVICE, in which you hereby assign all rights, title and interest to the NGM GROUP WEBSITE.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the NGM GROUP WEBSITE SERVICE or any intellectual property rights owned by the NGM GROUP WEBSITE. The NGM GROUP WEBSITE's name, logo, and the product names associated with the NGM GROUP WEBSITE SERVICE are trademarks of the NGM GROUP WEBSITE, its affiliated companies or third parties, and no right or license is granted to use them.

13. App Store Sourced Application

With respect to any application accessed through or downloaded from Google Play or Apple App Store ("App Store Sourced Applications"), you agree that you will use the App Store Sourced Applications only: (i) on a product that runs the required proprietary operating system software; and (ii) as permitted by the "Usage Rules" set forth by the respective App Store in their Terms of Service. The NGM GROUP WEBSITE reserves all rights in and to the application not expressly granted to you under these User Terms.

You acknowledge and agree that (i) these User Terms are valid between you and the NGM GROUP WEBSITE only, and not Google or Apple, and (ii) the NGM GROUP WEBSITE, not Google or Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service. You acknowledge that Google and Apple have no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

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

You and the NGM GROUP WEBSITE acknowledge that, as between the NGM GROUP WEBSITE and Google and Apple, Google and Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

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

You and the NGM GROUP WEBSITE acknowledge and agree that Google and Apple, and Google and Apple's subsidiaries, are third party beneficiaries relating to your license of the App Store Sourced Application, and that, upon your acceptance of these User Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these User Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

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

14. Third Party Interactions

During the use of the NGM GROUP WEBSITE SERVICE, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the NGM GROUP WEBSITE SERVICE and are beyond the NGM GROUP WEBSITE's control.

During use of the NGM GROUP WEBSITE SERVICE, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the NGM GROUP WEBSITE SERVICE. These links take you off the NGM GROUP WEBSITE SERVICE and are beyond the NGM GROUP WEBSITE's control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. The NGM GROUP WEBSITE is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

15. Termination of the Agreement

The agreement between the NGM GROUP WEBSITE and you embodied by these User Terms may be terminated at any time. If you wish to terminate the Agreement, you must cease and desist immediately using the NGM GROUP WEBSITE, the NGM GROUP WEBSITE SERVICE's, contacting any of the Providers and permanently delete the NGM GROUP WEBSITE mobile application installed on your smart phone, thus disabling your use of the NGM GROUP WEBSITE SERVICE.

The NGM GROUP WEBSITE is entitled to terminate the Agreement at any time and with immediate effect (by disabling your use of the NGM GROUP WEBSITE SERVICE).

The NGM GROUP WEBSITE is not obliged to give notice of the termination of the Agreement in advance. After termination the NGM GROUP WEBSITE will give notice thereof if required by these User Terms.

16. Invalidity of one or more provisions

If any provision of these User Terms should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render these User Terms (as modified) legal and enforceable to the maximum extent permitted under applicable laws.

17. Modification of the Service and User Terms

The NGM GROUP WEBSITE may change these User Terms and will post the modified terms (which shall then become the agreement between you and the NGM GROUP WEBSITE) with the new effective date listed above. The NGM GROUP WEBSITE will also give you prior notice that the User Terms have been changed using the contact information provided by you. Therefore, you agree to keep your account information up-to-date. The NGM GROUP WEBSITE also encourages you to check the terms of these User Terms from time to time to see if they have been updated. If you do not agree to the modified User Terms, your sole recourse is to stop using the NGM GROUP WEBSITE SERVICE. Your continued use of the NGM GROUP WEBSITE SERVICE after the date the modified User Terms are posted will constitute your acceptance of the modified User Terms.

18. Notice

The NGM GROUP WEBSITE may give notice by means of a general notice on the NGM GROUP WEBSITE SERVICE or mobile application, or by electronic mail to your email address on record in the NGM GROUP WEBSITE's account information, or by written communication sent by regular mail to your address on record in the NGM GROUP WEBSITE's account information.

19. Assignment

You may not assign your rights under these User Terms without prior written approval of the NGM GROUP WEBSITE.

20. Applicable law and Dispute Resolution

The User Terms and the resolution of any dispute related to these User Terms will be governed and interpreted by and under the laws of the State of Texas, County of Dallas, United States of America without giving effect

to any conflicts of laws principles that require the application of the law of a different state. You and the NGM GROUP WEBSITE agree to resolve any disputes between us in accordance with this Section 21. If you believe that the NGM GROUP WEBSITE has not adhered to the User Terms or you have any dispute with the NGM GROUP WEBSITE, please contact the NGM GROUP WEBSITE using the contact information provided below. We will do our best to address your concerns and each party agrees to attempt to resolve any disputes with the other amicably.

Except as provided herein, you and the NGM GROUP WEBSITE agree that we will resolve any disputes between us that we cannot resolve as provided above through binding and final arbitration instead of through court proceedings. All such controversies, claims, counterclaims, or other disputes arising between you and the NGM GROUP WEBSITE relating to the NGM GROUP WEBSITE SERVICE or these User Terms (each a "Claim") shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). If AAA is not available to arbitrate, the parties shall agree to select an available alternative dispute resolution provider ("ADR Provider") and the rules of such provider shall govern all aspects of the arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

For any claim where the total amount of the award sought is \$10,000 or less, the AAA (or ADR Provider, if applicable), you and the NGM GROUP WEBSITE must abide by the following rules: (a) the arbitration will be conducted solely based on written submissions; and (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA (or ADR Provider, if applicable) rules and the hearing (if any) will be held in a location reasonably convenient to both parties unless the parties agree otherwise on a specific location.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the NGM GROUP WEBSITE will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and the NGM GROUP WEBSITE also have the right to bring qualifying claims in small claims court. In addition, you and the NGM GROUP WEBSITE retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these User Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these User Terms.

Neither you nor the NGM GROUP WEBSITE may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and or the NGM GROUP WEBSITE's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section 21 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 21 shall continue in full force and effect. No waiver of any provision of this Section 21 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this User Terms. This Section 21 will survive the termination of this User Terms or your relationship with the NGM GROUP WEBSITE.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR TO HAVE A TRIAL BY JURY, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES OR THE RULES OF AN ADR PROVIDER.

21. English Text

The English text of these User Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into a foreign language, the English text shall prevail.