

TAGAAS LLC
Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE

These Terms of Use (these “**Terms**”) constitute a legal agreement between you and Tagaas LLC (“**Tagaas**,” “**us**,” “**our**,” or “**we**,”) in respect of your use of the tagaas.com website and the services provided through the website (individually and collectively, the “**Site**”).

By accessing the Site you agree to these Terms with respect to such Site. If you do not agree to these Terms, we do not grant you permission to use the Site or its services, and you must not use it. We may immediately terminate these Terms or generally cease offering or deny access to the services provided through the Site or any portion thereof, at any time for any reason.

These Terms are only available in the English language. You should also print a copy of these Terms for your future reference.

1. YOUR ACCESS TO THE SITE

We may change these Terms at any time by notifying you of a change when you next access the Site (we may also email you about any material changes to these Terms). The new terms may be displayed on-screen and you may be required to agree to them to continue your use of the Site. The date these Terms were last updated appears at the bottom of these Terms.

You understand and accept that (a) the device you use to access the Site will require certain software in order for the Site to work correctly and it is your responsibility to ensure that you have the required up-to-date software, (b) the Site has not been developed to meet your individual requirements, and it is therefore your responsibility to ensure that the functionality of the Site meets your requirements, and (c) you are responsible for obtaining the data network access and the required device necessary (including any costs or fees) to use the Site and any updates thereto. Tagaas does not guarantee the Site or any services provided through the use of the Site will function on any particular network or device. In addition, the Site may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Access to the Site may be suspended temporarily and without notice (i) in the case of system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these Terms, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

2. PERMITTED USE AND RESTRICTIONS

Subject to your compliance with all of these Terms, we grant you a non-transferable, non-sublicenseable, non-exclusive, revocable, limited license (i.e. permission) to use the Site solely for your personal, non-commercial purposes. We reserve all other rights, which are not granted in these Terms.

Except as explained in these Terms or as permitted by any applicable local law, you shall not (and shall not permit any third-party to): (a) copy the Site except where such copying is incidental to normal use of the Site, or where it is necessary for the purpose of back-up, (b) rent, lease, sub-license (i.e. grant anyone else the permission to use the Site), loan, translate, merge, adapt, republish, post, display, distribute, vary or modify the Site (or any part of it), (c) attempt to, disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Site, or (d) remove or alter any trademark, service mark, or logo, or any copyright, trademark or other intellectual property notices.

You must not use (or permit a third-party to use) the Site: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site or any operating system used by the Site, (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users, (iii) to collect or harvest any information or data from the Site or our systems or attempt to decipher any transmissions to or from the servers running the Site, (iv) via use of a robot, spider, or other automated device to monitor or copy the Site or any information provided by the Site, (v) to send, knowingly receive, upload, download, use or re-use any material

which does not comply with these Terms, or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

3. NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CA CIVIL CODE SECTION 1789.3

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916-445-1254 or 800-952-5210.

4. YOUR PROMISES TO US

You promise to us that (a) you are authorized to agree to these Terms, (b) you are not located in a country subject to a United States government embargo, nor are you located in a country that has been designated by the United States government as a “terrorist supporting” country, (c) you are not listed on any United States government list or prohibited or restricted parties, (d) you assume the risk of any information submitted by you, and (e) you will not disclose nor allow to be disclosed by any means any confidential information belonging to us that you become aware of.

5. COPYRIGHT INFRINGEMENT - DCMA NOTICE

Tagaas complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended).

If you have any complaints or objections to material posted on the Site you may contact our designated agent at the following address:

Email: info@tagaas.com

Any notice alleging that materials hosted by or distributed through the Site infringes intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

6. PRIVACY

These Terms also incorporate the terms of our privacy policy (as updated from time to time), which is available from within the Site, at <https://www.tagaas.com/privacy-policy.pdf> (the “**Privacy Policy**”). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy (such as how you can adjust your privacy settings).

By agreeing to these Terms, you agree to receive communications from us, including via email, text message (to the extent permitted by applicable law), calls, and push notifications. Communications from us may include operational communications concerning your use of the Site, including marketing purposes. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. If you wish to opt-out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself. If you wish to opt-out of promotional calls or texts, you may respond with “STOP” to any text message you receive from us, which will then stop messages of that type. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Site. If you wish to opt-out of all texts or calls from us (including operational or transactional texts or calls), you can text the word

“STOPALL” to any of the messages you receive from us, however you acknowledge that opting out of receiving all texts may impact your use of the Site.

By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (a) the processing of your personal information as explained in the Privacy Policy and (b) the collection of information from your device as explained in the Privacy Policy.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Site, whether registered or unregistered, including but not limited to rights in graphics, logos, "look and feel," trade dress, structure, organization, code, and all content in the Site and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of Tagaas, protected by intellectual property laws, that rights in the Site are licensed (not sold) to you, and that you have no rights in, or to, the Site other than the limited license granted in Section 2 above. Any use of our intellectual property beyond the scope of this license is prohibited.

In the event that anyone brings a claim that the Site or any part of the Site, or your use thereof, infringes a third-party's intellectual property rights, we shall be responsible for the investigation, defense, settlement and discharge of any such claim.

You also agree not to use any non-public technical, financial or strategic information and other proprietary and confidential information relating to our business, operations and properties (collectively, “**Confidential Information**”), disclosed to you by Tagaas for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any such Confidential Information to third-parties. You agree to take all reasonable measures to protect the secrecy of Confidential Information.

8. THIRD-PARTY SITES AND SERVICES

The Site may contain links to or allow you to share content directly with other third-party services such as Facebook and Twitter (“**Third-Party Services**”). You acknowledge that we have no control over Third-Party Services and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content or other material contained in the Third-Party Services and have no association with their operators. Your use of Third-Party Services will be governed by their terms and conditions and privacy policies (if any) (“**Third-Party Terms**”). It is your responsibility to read and comply with Third-Party Terms.

9. INDEMNITY

You agree to indemnify and hold us and our affiliates, and their respective business partners, officers, directors, employees and agents (“**Indemnified Parties**”) harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs), arising out of or in connection with: (i) your use of the Site; (ii) your breach or violation of any of these Terms; or (iii) your violation of the rights of any third-party, as a result of your use of the Site. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

10. WARRANTY DISCLAIMER

WE PROVIDE THE SITE ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO GUARANTEE THAT THE SITE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Site is accurate, complete or up-to-date. To the extent permitted by law, we exclude all conditions, warranties, representations and other terms, which may apply to the

Site, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of the rights of third-parties with respect to the Site and all information and content included on the Site.

No information or advice obtained through the Site, or any affirmation by us, by words or actions, shall constitute a warranty.

We only supply the Site for domestic, personal and private use. You agree not to use the Site for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SITE OR YOUR INABILITY TO ACCESS OR USE THE SITE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SITE OR THESE TERMS, HOWSOEVER ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF TAGAAS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Your sole remedy for dissatisfaction with the Site including, without limitation, content on the Site, is to stop using the Site. Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Site or any links on the Site, as well as by reason of any information or advice received through or advertised in connection with the Site or any links on the Site. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Site.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Site or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of [(i) the amount paid by you in connection with any products or services provided through your use of the Site within a one month period, and] (ii) One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Site must be brought within one year after such claim or cause of action arises, or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, TAGAAS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON TAGAAS'S CHOICE OF LAW PROVISION SET FORTH BELOW.

12. TERMINATION

We may terminate these Terms and/or your permission to use the Site immediately, without prior notice or liability, if you commit any breach of these Terms. Further, with respect to the Site, we may terminate these Terms and/or your permission to use the Site immediately, without prior notice or liability, if (a) we discontinue the Site, or (b) we are prevented from providing the Site for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete and/or cancel any part of the Site and/or your access to it at any time with or without notice to you: (a) if required by law, or (b) due to an event beyond our control.

On termination of these Terms for any reason with respect to the Site: (a) all rights granted to you under these Terms with respect to the Site will cease immediately, (b) you must immediately cease all activities authorized

by these Terms (including your use of the Site), and (c) you acknowledge that we may restrict your access to the Site. Sections 7 and 9-14 will survive any termination or expiration of these Terms.

13. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us by email or by prepaid post using the contact details at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

14. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce any of our rights against you, or if we delay in doing so, that will not mean that we have waived any of our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, such provisions shall be enforced to the maximum extent permitted by law, and the remaining conditions will remain in full force and effect. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision of these Terms, and failure by us to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. Other than as expressly set out in these Terms, no one other than you and us is intended to have any right or ability to enforce any of the provisions of these Terms.

These Terms are governed by California law, without regard to conflicts of law provisions thereof, and the state and federal courts located within Orange County, California, will have exclusive jurisdiction of all disputes relating to these Terms.

These Terms are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this agreement to any other party without our prior written consent, which consent may be withheld in our sole discretion, and any purported assignment without such consent shall be null and void. We may assign this agreement to any party without notice thereof to you.

These Terms were last updated on **21 August 2022**.

15. CONTACT US

Tagaas LLC

Registered Office Address: 340 S. Lemon Ave #7448, Walnut, CA 91789

Contact email address: info@tagaas.com