

# End User License and Terms of Service

## Donde, Inc.

Effective Date: January 20, 2021

### 1. Welcome and Introduction

Welcome to Donde! Donde allows our customers access to an online platform that helps them offer travel as a benefit, which allows their employees to conveniently save for, plan, and book PTO travel. The platform includes next-generation tools, applications, API's, and data integrations that allows employees to create a savings account and purchase travel options and gives our customers access to valuable insights into how their employees use their PTO.

Please carefully read through this Platform License and Terms of Service (“**Agreement**”), since they are a binding agreement between the individual accessing the Services (“**you**” or derivatives thereof) and Donde, Inc. (“**Donde**,” “**Company**,” “**we**,” or derivatives thereof). The Agreement is effective when you sign up or otherwise use any of the Services or access any content or material that is made available by Donde through the Services (the “**Content**”).

You acknowledge that you have read and understood the Agreement and agree to be bound by it. If you don't agree with (or cannot comply with) the Agreement, then you may not use the Service or consume any Content.

This Agreement incorporates our [Privacy Policy](#).

The term “Services” includes all the software, applications, widgets, tools, and functionality made available through the Services, including our platform, the help desk system, connectivity API's, and related support services. Any new features which augment or enhance the current Services, including the release of new features or products, including those that require additional fees, are also included in the term “Services.”

You may not enter into this Agreement with us if you are under the age of eighteen, and you hereby warrant that you are at least eighteen years old.

### 2. Your License to Us

Your use of the Services will necessarily involve the processing of information concerning you and your travel plans and activities. This specific information (“**Your Data**”) belongs to you. You exclusively own Your Data, subject to the license you grant us under this Agreement.

You represent and warrant that, with respect to any of Your Data that you provide, (1) you have the right to post Your Data, and (2) Your Data and its use by Company as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or Your Data by Company or any entity or individual without express written consent from such individual or entity.

You grant us a non-exclusive, transferable, assignable, royalty-free, worldwide license to use Your Data specifically in connection with the Services that we provide to you. Any restrictions on this license do not restrict us from anonymizing Your Data in a manner that makes your identity (“**Anonymized Data**”). We may use Anonymized Data in any manner we desire, in our sole and absolute discretion.

### **3. Process, Funds, and Tax Reporting and Payment**

When you sign up, you may have the opportunity to match the contributions made by your employer, similar to other employee benefit plans. We do not give advice on the effectiveness or propriety of such plans, and you are solely responsible for all compliance issues related to such plans. We only provide a platform to provide convenience in administering such a plan.

Once the Services are launched, you will be asked to create a profile. You can then log in and go through our onboarding process. As part of the onboarding process, you will be required to receive approval from the bank or other entity that processes payments under the program. If you are not able to obtain that bank approval for any reason and are therefore unable to complete the onboarding process, we will not be responsible for your inability to participate in the program.

Funds paid into your benefits plan using the Services will be deposited into a bank account that belongs to you, which can be accessed through the use of a single-use credit card or similar method. Those funds must be used to obtain travel services using the Services and cannot be used for any other purpose.

When you obtain travel services, you will do so through Donde, Inc, which is a registered seller of travel. Donde may use the services of third parties to facilitate the transaction and the provision of travel services to you, and you authorize the sharing of your personal information as necessary to facilitate such sale. You are solely responsible, together with your employer, to ensure that all funds paid into your account are appropriately accounted for and that any taxes or other charges due on those funds are paid.

### **4. Changes to this Agreement**

This Agreement may be changed only by an amendment signed by both parties. However, at certain times, we may in our discretion need to make revisions to this Agreement. If we do, we will notify you by posting notices on the website or by e-mailing you, as appropriate in the

circumstances. If you continue using the Services after the effective date of the changes, you will be deemed to have accepted the revisions. If you do not agree to the revisions, you may terminate this Agreement by notifying us via e-mail at [info@godonde.com](mailto:info@godonde.com).

## **5. Services, Payment, and Term**

As an employee user of the Services, you are not required to pay a fee for the Services. However, if you use the Services to access any offer or other service that requires a payment of a fee, you authorize us to make the charges disclosed to you, including recurring payments, where applicable.

The term of this Agreement shall be as long as you are accessing the Services.

## **6. Trials and Beta Testing**

From time to time, we or others on our behalf may offer access to beta models of the Services or trials of paid subscriptions for a specified period without payment or at a reduced rate (each, a “**Trial**”). We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we’ll require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU THE APPLICABLE FEES ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL, ON A RECURRING MONTHLY BASIS. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE TRIAL. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE RECURRING MONTHLY PERIOD. PAID SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

IF THE TRIAL CONSISTS OF ACCESS TO A BETA MODEL, YOU ACKNOWLEDGE THAT THE BETA MODEL HAS NOT BEEN FULLY DEVELOPED AND MAY BE SUBJECT TO DEFECTS THAT WOULD BE UNACCEPTABLE IN A FULLY DEVELOPED

VERSION. YOU AGREE THAT THE LICENSE GRANTED UNDER A BETA TRIAL IS WITHOUT WARRANTY OF ANY NATURE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS NON-INFRINGEMENT, AND ANY OTHER WARRANTY. BETA USERS HAVE NO CLAIM WHATSOEVER AGAINST US FOR ANY REASON WHATSOEVER.

## **7. Our License and Acceptable Use**

Company hereby grants you, subject to this Agreement, a limited non-exclusive, non-sublicensable, non-transferable, license to use the Services for your own personal purposes. You have no rights in the Services other than as expressly provided in this Agreement. You may not download any portion of the website or use of any Services other than for your own personal use. You may not use any data mining, robots, or similar data gathering tools or otherwise exploit your access to the Services for any commercial purpose. You may not use any of the trademarks, logos, or other proprietary graphics without express written permission, which may be denied in Company's absolute discretion. Company's logos and product and service names are trademarks of Company. All other trademarks appearing on the website or in connection with the Services are trademarks of their respective owners, and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made.

In addition to any other things that might constitute a misuse of the Services, you must not, and must not attempt to do the following things:

- modify, alter, tamper with, repair or otherwise create derivative works of any of the Services;
- reverse engineer, disassemble or decompile the software used to provide or access the Services, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- use the Services for research or benchmarking or any related endeavor with the intent of creating a competing or similar product;
- use the Services in any manner or for any purpose other than as expressly permitted by this Agreement, the Privacy Policy, or any other policy, instruction or terms applicable to the Services;
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- remove, obscure or alter any proprietary rights notice pertaining to the Services;
- access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;

- use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Company; (iv) store or transmit inappropriate content, such as content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (v) store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (vi) abuse, harass, stalk or otherwise violate the legal rights of a third party;
- interfere with or disrupt servers or networks used by Company to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user’s full use and enjoyment of any of the Services;
- access or attempt to access Company’s other accounts, computer systems or networks not covered by this Agreement, through password mining or any other means;
- cause, in Company’s sole discretion, inordinate burden on the Services or Company’s system resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third party to access or use the Services.

## 8. Third-Party Data and Third-Party Applications

As part of the Services, we may provide you access to certain third-party data that may originate with third parties and other users, such as vacation providers, travel companies, destinations, and other properties (“**Third-Party Data**”). All the information we provide to you through the Services that we obtain from third parties and other users is included in the term “Third-Party Data.” Our license to you includes access to the Third-Party Data, but we do not offer any warranty or representation regarding the Third-Party Data, including its accuracy, timeliness, or completeness. You are solely responsible to ensure that the Third-Party Data you access or use is accurate, timely, and complete.

The Services may be integrated with third-party applications, websites, and services, such as payment tools, travel tools, and other tools and applications (“**Third Party Applications**”) to make available content, products, and/or services to you. These Third-Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-

Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and are not responsible or liable for the behavior, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications.

Company may provide links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability or content of such external sites or resources.

## **9. Your Account**

You are responsible for maintaining the confidentiality of any account information, including your login and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content in its sole discretion. You are also solely responsible for the accuracy and currency of the data entered into the Services under your user account. You agree to indemnify and hold Company harmless from and against any claim related to content, accuracy, or currency of the information you provide through the Services.

## **10. Funds Transfers and Authorization**

In order to use the payment functionality of our application, you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize us to collect and share with Dwolla your personal information including full name, date of birth, social security number physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at [www.godonde.com](http://www.godonde.com), and/or [support@godonde.com](mailto:support@godonde.com).

If you indicate your desire to make future transfers (whether on a schedule or otherwise), you hereby authorize such transfers and agree that such future transfers will be made using the Dwolla payment system using the bank account you authorize.

## **11. Copyright and Title**

The Services and all copyrights, trade secrets and other proprietary rights therein, including any derivative work, are, and will remain the sole property of Company, regardless of the use made by you; and are protected by certain United States and international copyright laws and trademark laws. The Services are licensed, not sold, to you. This Agreement confers no title of ownership in the Services and are not a sale of any rights in the Services, including any intellectual property rights related thereto.

## **12. Warranty**

Company warrants that the Services, with the exception of any beta trial, and all elements thereof do not infringe the intellectual property rights of any third party and agree to hold you harmless and indemnify you with respect to any final judgment obtained by a third party based on a claim that the Services infringe on the intellectual property rights of such third party. Notwithstanding the foregoing, Company does not warrant that it owns or has licenses to any building codes made available through the Services, and its agreement to indemnify you does not extend to any claim by a third-party provider that the use of any building codes infringes upon the rights of that third party.

## **13. Disclaimer of Warranty**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND EVERY ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION THIRD-PARTY CONTENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, CURRENCY, COMPLETENESS, ACCURACY, OR TRUTHFULNESS OF ANY INFORMATION PROVIDED BY OR WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE WEBSITE AND/OR DELIVERY OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. Because some jurisdictions may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in this Agreement are for your benefit only.

WE DO NOT WARRANT THAT THE SERVICES COMPLY WITH ANY LAWS, RULES, OR REGULATIONS RELATED TO YOUR EMPLOYEE BENEFIT PLANS OR YOUR ADMINISTRATION OF SUCH PLANS. YOU ARE SOLELY RESPONSIBLE TO

DETERMINE THAT YOUR USE OF THE SERVICES COMPLIES WITH ANY LAWS, RULES, OR REGULATIONS RELATED TO YOUR EMPLOYEES AND BENEFITS PROVIDED TO THEM.

## **14. Limitation of Liability**

IN NO EVENT WILL COMPANY, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU DURING THE 12-MONTH PERIOD PRIOR TO SUCH CLAIM ARISING. THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.

## **15. Service Limitations and Modifications**

Company will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services or any function or feature thereof. You understand and agree that Company has no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Services. Company and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.



## **16. Term and Termination; Survival**

This Agreement may be terminated by either party upon the breach of any material provision of this Agreement that is not cured within thirty (30) days after notice of breach. However, in the event of termination for any reason, you acknowledge and agree that the perpetual license granted by you in relation to Your Data is irrevocable and will therefore continue after expiry or termination of this Agreement. We may terminate this Agreement or suspend your access to the Services at any time, and with or without notice, in the event of your actual or suspected unauthorized use of the Services and/or Content. You may terminate this Agreement at any time, but no event shall you receive a refund of Fees, whether paid in arrears or in advance.

Any provisions of this Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreements to give effect to those provisions, shall survive termination.

Upon termination, you may have the right to withdraw all or part of the funds in your account at the time of termination. Your rights in this regard will be determined solely by your employer and will be as described in the documents section of your in-app account. Any dispute regarding any withdrawal will be solely between you and your employer.

## **17. Governing Law and Jurisdiction**

The Services are operated by Company from its offices in Utah in the United States. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without reference to choice of law principles. You expressly agree that exclusive jurisdiction for any claim or dispute with Company, this Agreement, or relating in any way to your use of the Services resides in the federal and state courts located in the State of Utah, and you do hereby submit to and consent to jurisdiction and venue in the courts of that state. You agree to waive any defense pertaining to jurisdiction and venue. In the event any provision hereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

## **18. Attorney Fees**

In case of an action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

## **19. Entire Agreement**

This Agreement is a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both parties.

## **20. Non-Waiver**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

## **21. Severability; Binding Effect**

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

## **22. Force Majeure**

Company will not be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Company's reasonable control.

## **23. Defense and Indemnification**

In addition to the other provisions of this Agreement, you agree to defend Company from any actual or threatened third-party claim arising out of or based upon (1) your use of the Services, including without limitation any claim by your client or customer based on the inaccuracy,

untimeliness, or incompleteness of any Third-Party data, (2) your failure to comply with any of the provisions of applicable law, (3) your breach of any of the provisions of this Agreement, and (4) any dispute between that arises out of your relationship between you and your employer, including without limitation any dispute related to your ability to withdraw funds from your account at the time of termination. In addition, you agree to indemnify, defend, and hold harmless Company from and against: (a) all damages, costs, and attorneys' fees finally awarded against Company in any proceeding under this section; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Company in connection with the defense of such proceeding (other than when you have accepted defense of such claim); and (c) if any proceeding arising under this section is settled, any amounts to any third party agreed to by you in settlement of any such claims.

## 24. Communications and Received Materials

When you visit us at [www.GoDonde.com](http://www.GoDonde.com) (“**Website**”) or send e-mails to us, you are communicating with us electronically, and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you send us any comments, materials, or letters including, without limitation, questions, comments, suggestions, criticisms or the like (“**Received Materials**”), those Received Materials may be deemed by us to be non-confidential and free of any claims of proprietary or personal rights. Company shall have no obligation of any kind with respect to such Received Materials, and Company will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction. Furthermore, Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information or ideas, without compensation or any other obligations to anyone, including you.

## 25. Independent Contractors

The parties to this Agreement are independent contractors, and there is no actual or intended relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party is an agent of the other party, and neither party has the authority to bind the other party, or to incur any obligation on the other party's behalf.

## **26. Refunds**

When you use the Services to purchase travel services from third parties, the policies for refunds related to those purchases are set by the companies who provide those travel services (*i.e.*, Marriott, Delta, etc.). Thus, any communications regarding requests for refunds must take place between you and those third parties, and Company will not be responsible for any costs or liabilities related to those requests or interactions.