

BUTTERBUY

TERMS OF SERVICE

EFFECTIVE DATE: 12/01/2020

1. INTRODUCTION

Thank you for using Butterbuy! These Terms of Service (“Terms”) cover your rights and obligations relating to your access and use of the Butterbuy mobile application (the “App) and any other related services provided by us (collectively, including the Website and the App, the “Service”). All references in these Terms to “we”, “us”, “our”, or “Butterbuy” refer to Jido Inc. All references to “you”, “your”, or “user” refers to all persons who use or access the Service.

In addition to these Terms, please review the Butterbuy Privacy Policy www.getbutterbuy.com/privacy which describes our practices related to collection and use of your information to provide the Service. These Terms apply to our Privacy Policy as well. By using the Service, you represent and agree that you have read, understand, and agree to be bound by both these Terms and our Privacy Policy as binding agreements.

You hereby represent that you have the full right, power and authority to enter into these Terms and to fully perform all of your obligations hereunder and that you are under no legal disability or contractual restriction that prevents you from entering into these Terms. You also represent that you have not been previously suspended or removed from the Service, and that your registration of your Account and your use of the Service is in compliance with any and all applicable laws.

PLEASE CAREFULLY READ THESE TERMS, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES, INCLUDING LIMITATION OF OUR LIABILITY AND BINDING ARBITRATION. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE.

Do not hesitate to contact us at info@getbutterbuy.com if you have any questions.

2. AGE POLICY

We do not intend that the Service be used by anyone under 18 years old. If we learn or have reason to suspect that a user is under 18 years of age, we will promptly delete that person’s account and any personally identifiable information in that user’s account. Further, you represent and warrant that your use of the Service does not and will not conflict with any pre-existing obligation, or is in any way inconsistent with the provisions of these Terms.

3. THE SERVICE

The Service lets you find and buy goods and products (the “Products”) from participating brick-and-mortar stores in your neighborhood (each, a “Merchant” or collectively the “Merchants”), without waiting on any lines or even taking out your credit card. All transactions will be processed in US Dollars. You may only purchase Products that are in stock and which you will carry away from a Merchant’s premises at the time of purchase. Accordingly, no shipping or delivery options or terms are available in connection with the Service. Please note that either Butterbuy or the Merchants may, each in its sole discretion, require you to verify your purchases via the Service with the Merchant before leaving the Merchant’s premises. The Service is currently made available to you on a non-exclusive basis for your personal, non-commercial use only, meaning that you are the only person who can use the Service using your Account (as that term is defined below) and that you cannot make money from using the Service.

4. USER ACCOUNTS

In order to use the Service, you must register for an account on the Service (an “Account”) by providing your email address or your phone number. You are solely responsible for maintaining the confidentiality of your Account login information, and you agree to accept responsibility for all activities that occur under your Account. You agree that the information you provide to Butterbuy, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your Account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your Account login information, including your password), then you agree to immediately notify Butterbuy at info@butterbuy.com. You may be liable for the losses incurred by Butterbuy or others due to any unauthorized use of your Account.

5. PURCHASES MADE ON THE SERVICE

Your use of the Service is subject to these Terms and the terms of any Merchant from whom you may make a purchase in connection with your use of the Service (“Merchant Terms”). In case of conflict between these Terms and Merchant Terms, as between you and Butterbuy, this Agreement shall prevail.

Butterbuy does not accept and is not responsible for returns, exchanges, refunds or any other post-purchase requests. All Charges paid by you for completed orders are final and non-refundable. You acknowledge and agree that it is your sole responsibility to validate the price and quantity of the items in your transaction *prior to completing a purchase*.

All Charges are facilitated through a third-party payment processing service (e.g. Stripe) (“Third-Party Payment Processor”). The Company may replace its Third-Party Payment Processor without notice to you. By using the Service and agreeing to these Terms, you also agree to be bound by the Third-Party Payment Processor’s terms of service. You understand and agree that all payments and monetary transactions are handled by our Third-Party Payment Processor. You further understand and agree that Butterbuy shall

not be liable for any payments and monetary transactions that occur through your use of the Service.

You acknowledge and agree that Butterbuy may use the camera on your device while you are using the Service for the purposes of identifying Products for purchase, and you also acknowledge and agree that Butterbuy may condition your use of the Service upon you providing all device permissions necessary for Butterbuy to exercise such right.

6. FEES

Your use of the Services may result in charges to you when you purchase Products from a Merchant. These charges will normally include the list price that appears when you use the Service plus any applicable taxes, however, Butterbuy reserves the right to determine and modify pricing in the future. Butterbuy will provide users notice if it changes its pricing in the future. You are responsible for all charges incurred under your Account.

7. PERMITTED USE OF THE SERVICE

You may only use the Service for its intended purpose. You may not use the Service for any other purpose. Any non-permitted use of the Service, as determined in our sole discretion, shall be grounds for immediate termination of these Terms and immediate termination of your use of, and access to, the Service. Further, you represent and warrant that your use of the Service does not and will not conflict with any pre-existing obligation in conflict or in any way inconsistent with the provisions of these Terms.

You are prohibited from violating or attempting to violate any security features of the Service, including, without limitation, taking any of the following actions:

- accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or to breach security or authentication measures without proper authorization;
- interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Service, overloading, "flooding," "spamming," "mail bombing," "crashing," or undertaking similar activities; and
- forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service. Further, you may not copy, sell, distribute, publish, download, or reproduce any aspect of the Service.

Further, you agree not to take any of the following actions when using the Service:

- purchasing an age-restricted item when you are not of sufficient age;
- using the Service in the furtherance of any actions that are harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise

objectionable, including, without limitation, stealing (or similar) or attempting to do so;

- modifying, making derivative works of, decompiling, reverse-engineering, disassembling, or otherwise convert any aspect of the Service;
- licensing, selling, renting, leasing, transferring, assigning, distributing, hosting, or otherwise commercially exploiting the Service;
- accessing the Service in order to build a similar or competitive service;
- accessing (or attempting to access) any part of the Service by means other than through the interface that is provided by us;
- removing, obscuring or altering any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Service; or
- using the Service except as permitted by these Terms.

8. OWNERSHIP OF THE SERVICE

The Service contains important and proprietary property owned by us, including software that constitutes our intellectual property and trade secrets. Nothing in these Terms shall be construed as a conveyance of any ownership right or title in or to our property. We only grant you a nonexclusive, nontransferable, non-sublicensable, and revocable license to use the Service for the purposes permitted by these Terms, and only for as long as you are permitted to access the Service.

Further, you may choose to, or we may invite you to submit comments, suggestions, or ideas about the Service, including how to improve the Service (“Feedback”). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by its employees, or obtained from other sources.

9. THIRD PARTY SITES AND SERVICES

Our Service may be integrated with services provided by third parties as part of the functionality of the Service, including but not limited to the Merchants and the third parties selling, manufacturing, and otherwise providing you with the Products. You understand that we do not have control over these third parties and that such third parties are not agents of Butterbuy. **You acknowledge and agree that we make no representation or warranty about, do not endorse, and will not be liable for any third party’s products or services or the information provided by third parties, whether through the Service or otherwise.** Accordingly, we are not responsible for your use of any third-party product or service or any harm or losses arising from or relating to your use of any third-party products or services. You should contact the third party with any questions about their products and services. We hereby disclaim and you hereby discharge, waive and release us and our licensors and suppliers from any past,

present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services.

If you are a California resident, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

10. UPDATES TO THE SERVICE

We may, from time to time, develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. If you do not want such Updates, your remedy is to terminate your Account and stop using the Service. If you do not terminate a previously created Account, you may receive Updates automatically. You acknowledge that you may be required to install Updates to use the Service. Your continued use of the Service is your agreement to these Terms with respect to the Service.

11. INFORMATION YOU PROVIDE TO US

As part of the functionality of the Service we provide, you have the ability to provide us with information about yourself through your Account. The information collected by us is detailed in our Privacy Policy www.getbutterbuy.com/privacy. By providing this information, you grant us the right to use the information for the purposes described in these Terms and in our Privacy Policy and in furtherance of providing the Service, and you represent and warrant that you own, or have the authority to distribute, the information.

Further, by using the Service, you agree that we may use this information, including your email address, to send you information regarding Updates to the Service, problems with the Service, and any other communications pertaining to the functionality of the Service.

12. ACCOUNT DEACTIVATION

At any time, you may deactivate your account by sending an email to dpo@getbutterbuy.com with your Account ID and a request to delete. You can find more information on our practices related to storage of your information in our Privacy Policy www.getbutterbuy.com/privacy.

Further, if you use the Service in a way that would expose us to liability, disrupt the Service of other users, or if you violate these Terms or our Privacy Policy, we reserve the right to terminate your Account without notice to you or take other action to prevent

your access to our Services if we, in our sole discretion, deem that such action is necessary.

13. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE." BUTTERBUY AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

BUTTERBUY AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICE: WILL MEET YOUR REQUIREMENTS; WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY.

BUTTERBUY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, BUSINESS, OR INFORMATION ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, AND BUTTERBUY IS NOT A PARTY TO ANY TRANSACTION BETWEEN YOU AND THIRD-PARTIES.

BUTTERBUY MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, AND BUTTERBUY WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICE.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) BUTTERBUY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICE, EVEN IF BUTTERBUY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) BUTTERBUY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED \$100. BUTTERBUY DISCLAIMS ALL LIABILITY OF ANY KIND OF BUTTERBUY'S LICENSORS AND SUPPLIERS.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Butterbuy, its directors, officers, and agents, as well as its licensors, suppliers from any damages, liabilities, claims or

demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Service, (ii) your violation of these Terms, (iii) your violation of any law or the rights of any third party, or (iv) your negligent or intentional misconduct. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

16. GOVERNING LAW

These Terms shall be governed by, and construed and interpreted in accordance with the laws of the State of California to the exclusion of its conflict of laws provisions.

17. DISPUTE RESOLUTION:

You agree to resolve any dispute, claim, or controversy arising out of or relating to your use of the Service in the following manner. First, we both agree to attempt in good faith to resolve the dispute informally by contacting each other by email (you can email us at info@getbutterbuy.com). Second, if the dispute is not resolved through informal resolution, we both agree to attempt in good faith to resolve the dispute through mediation, which shall take place in Alameda County, California, and the costs of which shall be divided equally between you and Butterbuy. Third, if the dispute is not resolved through informal resolution and mediation, we both agree to participate in binding arbitration, which shall take place in Alameda County, California.

Either you or we may bring a lawsuit solely for injunctive relief without first engaging in the dispute resolution process described above. In the event of any lawsuit for injunctive relief as provided in the previous sentence, or in the event that this arbitration provision is held to be invalid, you agree to the exclusive jurisdiction of the courts located in Alameda County, California as the sole venue to litigate such lawsuit.

We both agree that, in the event of arbitration, or in the event of a lawsuit as permitted by this Section or otherwise, the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees). Arbitration pursuant to this Section shall be confidential, and neither you, nor Butterbuy, nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

YOU AND BUTTERBUY EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR

RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED
HEREBY.

Nothing contained in this Section shall limit our ability to terminate, or otherwise take action related to, your account as provided in these Terms.

18. TERM AND TERMINATION

These Terms will remain in full force and effect as long as you continue to access or use the Service, or until terminated in accordance with the provisions of these Terms. However, the provisions of these Terms that by their sense and context are intended to survive the termination of these Terms (including, without limitation, with respect to our intellectual property rights, limitation of liability, disclaimer of warranties, your indemnity obligations, and dispute resolution) shall survive the termination.

19. SEVERABILITY AND WAIVER

If, for whatever reason, any term or condition in these Terms is deemed unenforceable, all other terms and conditions will remain unaffected and in full force and effect. The failure to enforce any provision of these Terms is not a waiver of our right to do so later, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20. ASSIGNMENT

These Terms shall be binding on the parties and their respective successors and assigns. These Terms may be assigned by us without restriction. These Terms may not be assigned or otherwise transferred by you without our prior written consent.

21. MODIFICATIONS TO THESE TERMS

We reserve the right to change these Terms from time to time, with or without notice to you. If you continue to use the Service, you consent to the new Terms. We will always have the latest Terms posted on the Service.

22. HEADINGS USED IN THESE TERMS

The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.