

Service Description And Terms Of Service

The Service

Buy Now Depot provides software and services for small businesses. We may alter, expand, or reduce the features of the service from time to time without notice. You acknowledge that not all Services can be guaranteed to perform acceptably from all locations due to reliance on Internet communications.

Service Term

The Service is offered both as a paid service. The paid Service is offered for business owners and is a month-to-month basis, beginning on the date the applications becomes activated and automatically renews on a monthly basis. You may cancel the Service at any time by uninstalling the app from the App Market. If you cancel Service prior to the end of the monthly billing period, you will not be entitled to billing credits or refunds for the unused portion of your billing period or unused prepaid usage credits.

License is Granted Subject to the terms of this Agreement and your subscription in accordance with Section 2 of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to:

(a) Download, install and use the Application for your use on a single or multiple devices associated with a single account that is owned or otherwise controlled by you (“your Computer”) strictly in accordance with the Application’s documentation.

Subscription Services for Merchants

(a) Monthly Subscription: You agree to subscribe to the Application on a monthly subscription basis, you must pay monthly fee in advance to access and use the Application. Fees are described in the applicable Service listing on the third-party service from which you accessed the Application, or on Company’s website. All fees charged will be processed

through the App market. The first monthly fee will start to accrue as of the first day immediately following any trial period (if applicable). The fees do not include any taxes or duties of any kind, which may be imposed by any governmental entity on the transactions contemplated by this Agreement, and you will be solely responsible for all such taxes. All amounts are quoted in and payable in US dollars. Company reserves the right to suspend your access to and use of the Application if you fail to pay any undisputed amount owed on or before its due date. You may cancel your subscription at any time by providing written notice to Company; upon cancellation, you (i) will not receive a refund for the billing period during which you cancel your subscription; and (ii) will be able to access your subscription and receive updates of the relevant subscription until the subscription termination date.

(b) Refunds: All refunds will be at the sole discretion of Buy Now Depot. Buy Now Depot may request a refund of the fees by the end of the 28th day of the calendar month following the month in which the Merchant paid the App Fees.

License Restrictions. Licensee shall not:

- (a) Copy the Application, except as expressly permitted by this license;
- (b) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application.
- (c) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof.
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or,
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason.

Reservation of Rights. You acknowledge and agree that the Application is provided under license on a subscription basis, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Computer and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions. The Content and Services are based in the state of Florida in the United States. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or

enable any features or functionality. Based on your Web settings, when your Computer is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination.

- (a) The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this Section 9.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Computer.
- (c) Company may terminate this Agreement at any time with reasonable advance notice if Company ceases to support the Application, which Company may do in its sole discretion.

Other reasons for app removal include: (i) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party; (ii) an allegation of actual defamation; (iii) an allegation or determination that an app does not comply with applicable law; (iv) Company ceasing to do business; or (v) Company filing a petition in bankruptcy, dissolving, or otherwise finding itself unable to pay its debts as they come due.

(d) This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(e) An Application may be removed from the App Market at any time if it is determined that the Application (i) may infringe or otherwise violate the Intellectual Property rights or any other rights of any third party; (ii) violates any applicable law, regulation, card association rule, or is subject to an injunction; (iii) violates the App Market Developer Program Policies; (iv) is being distributed in a manner that is in breach of the App Market Developer Terms; (v) may create liability; or, (vi) may contain a virus, malware or spyware, or may have an adverse impact on Buy Now Depot's systems.

(f) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Computer and account.

(g) Termination will not limit any of Company's rights or remedies at law or in equity.

Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE

FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO

NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Website Design Experts, Inc. /DBA Buy Now Depot assumes no responsibility for the content you submit or make available through this Application.

Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

Buy Now Depot and its affiliates are not responsible or liable to you in any way with respect to your use of the Application.

Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States in the State of Florida and county of Palm Beach. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.