

TERMS AND SERVICE

Your information is safe with us

Last Updated: November 19, 2018

These Terms of Service (the “**Agreement**”) constitute a binding contract between you, as an individual user of the website, and LetsBuy, the owner of the website. Throughout these Terms of Service, we will refer to you as “**you**” and we will refer to LetsBuy, and its affiliates and subsidiaries as “we”, “us”, or “LetsBuy”, and we will refer to www.letsbuy.io as the “**Website**”. These Terms of Service govern your use of the Website and any mobile applications or other Internet services under LetsBuy’s control and used to provide LetsBuy’s services to you (the Website and such Internet services are, collectively, termed the “**Service**”). **BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE.**

1. Summary of material Terms

As provided in greater detail in the Agreement (and without limiting the express language of the Agreement), you acknowledge the following:

- a. the Service is licensed, not sold to you, and you may use the Service only as set forth in the Agreement;
- b. the use of the Service may be subject to separate third party terms of service and fees, which are your sole responsibility;
- c. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with the [\(the “Privacy Policy”\)](#), including with respect to the collection of location information;
- d. the Service is provided “as is” without warranties of any kind and LetsBuy’s liability to you is limited; and

- e. disputes arising out of or relating to the Agreement (including, without limitation, its formation, performance or breach) will be resolved by binding arbitration.

2. General

- a. The Service is a conversational commerce platform that enables its Members (as defined below) to onboard their clients, products, create/manage campaigns for them.
- b. Acceptance of Privacy Policy. Your use of the Service is subject to the Privacy Policy, which is available at [Privacy Policy](#) and is hereby incorporated by reference into the Agreement. By using the Service you agree that you have read, understood, and agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.
- c. Third Party Fees and Terms. You may incur third party fees through use of the Service. In addition, we may allow you to link the Service with other third party content and services, in which case you may be subject to third party terms of service and/or privacy policies, through your use of the Service. You acknowledge and agree that you are solely responsible for all such fees incurred by you for use of the Service, and you agree to pay all such fees and abide by all such terms of service and/or privacy policies.
- d. Changes to the Agreement. We may revise the Agreement at any time to take account of changes in the law, or for any other reason. If we update the Agreement, we will post a new version on the Website. Your use of the Website after the updated Agreement is posted constitutes your binding acceptance of the updated version of the Agreement.
- e. Eligibility. If you are using or opening an account on the Service on behalf of a company, entity, or organization (each a “**Subscribing Entity**”), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to the Agreement and (ii) agree to be bound by the Agreement on behalf of such Subscribing Entity.
- f. Children. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. If you are under 18 years of age, you represent and agree

that you possess the legal consent of your parent or guardian to access and use the Service.

3. Scope of License to Users.

- a. License Grant to You. The Service is licensed, not sold, to you for use only under the terms of the Agreement. Subject to your complete and ongoing compliance with the terms and conditions of the Agreement, LetsBuy hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service solely for your own use or for the use of the Subscribing Entity on whose behalf you are authorized to act.
- b. License Limitations. You may not directly rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service or any content available through the Service. If you breach these license restrictions, or otherwise exceed the scope of the licenses granted in the Agreement, then you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights, and denial of access to the Service.
- c. Applicability to Updates. The terms of the Agreement will govern any updates provided to you by LetsBuy that replace and/or supplement the Service, unless such upgrade is accompanied by a separate license or revised Agreement, in which case the terms of that license or revised Agreement will govern.

4. Registration and Eligibility.

- a. Membership and Account Types. Anyone may browse the public-facing pages of the Service. However, in order to interact with other Service users or use most features of the Service, you must be a registered member of the Service (a “**Member**”). Members and non-Members that use the Service are, collectively, “**Users**.”

- i. Invitations. While the Service is being rolled out, membership in the Service is by invitation only. During this period, the first step to becoming a Member is to request an invitation by completing a membership application. We reserve the right to approve or deny your invitation request in our sole discretion.
 - ii. Membership Application. The membership application will ask you to provide certain information, including your name, email address and password, and the information you provide must be accurate and complete. We reserve the right to approve or reject your membership application in our sole discretion.
- b. Account Security. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service. You agree to notify us immediately of any breach in secrecy of your log-in information. You shall be solely responsible for maintaining the confidentiality of your password. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify us via e-mail at hi@letsbuy.io. You will be solely responsible for the losses incurred by LetsBuy and others due to any unauthorized use of your account.

5. Content You Submit; License Grants From You.

- a. Your Content. If you are a Member, you may be able to create, post, or share content, such as biographical information or text, images, or videos, (“**Your Content**”). Other than the license grant described below, LetsBuy claims no ownership or control over Your Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of Your Content that you create or post on or through the Service. You are responsible for protecting those rights.
- b. License Grants to LetsBuy. By becoming a Member on behalf of a Subscribing Entity, you grant LetsBuy, on behalf such Subscribing Entity, a worldwide, nonexclusive, sublicensable, royalty-free license to use such Subscribing Entity’s trademarks, service marks and logos for

purposes of advertising such Subscribing Entity's membership and use of the Service. By creating, posting, or sharing Your Content on or through the Service, and subject to LetsBuy's Privacy Policy, you grant LetsBuy a world-wide, non-exclusive, sub-licensable, royalty-free, transferable license to use, modify, remove, publish, transmit, or display Your Content in order to (a) facilitate interactions between Members and (b) advertise and promote the Service.

- c. You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own Your Content or otherwise have the right to grant the license set forth in the Agreement, (ii) the use of Your Content on or through the Service does not violate the trade secret rights, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the use of Your Content on the Service does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Your Content that you post on or through the Service. You also acknowledge and agree that Your Content is non-confidential and non-proprietary.

6. Fees; Payments

- a. Fees. The fees ("**Fees**") to be charged and the terms of which they will be charged to and collected from Members for use of the Service will be set forth on the Service.
- b. Payment Terms. The Service currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, as detailed on the applicable payment screen. All monetary transactions on the Service take place in U.S. Dollars.
- c. Taxes. Members are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Service, except for taxes on LetsBuy's income. We are not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges, except as may otherwise be required by law.
- d. Audit Rights. We reserve the right to audit your use of the Service. Any additional terms regarding any such audits will be as set forth in a separate agreement.

7. Sending Messages Through the Service.

Members may have the ability to message each other through the Service. You agree that your use of the Service will not include sending unsolicited marketing messages or broadcasts (i.e. spam). LetsBuy may utilize any means possible to block spammers and abusers from using the Service. If you believe spam originated from the Service or you receive spam via the Service, please email us immediately at hi@letsbuy.io.

8. Additional Services from LetsBuy.

From time to time we may offer you custom services which are not described in this Agreement. Our provision of such services to you will be subject to mutually-agreed-upon terms and fees.

9. Third Party Materials; LetsBuy Content.

- a. You understand that by using the Service, you may encounter data, information, applications, materials and other content from third parties, including other users (collectively, “**Third Party Materials**”), and data, code, information, applications, materials and other content from LetsBuy (collectively, “**LetsBuy Content**” and, together with Third Party Materials, but excluding Your Content, “**Service Content**”), that may be offensive, indecent, or objectionable. You use the Service, and rely upon any Service Content accessible through the Service, at your sole risk. LetsBuy shall not have any liability to you for any Service Content that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise objectionable.
- b. In addition, third party services and Service Content that may be accessed from, displayed on, or linked to your device are not available in all languages or in all countries. LetsBuy makes no representation that the Service, any third party services, and Service Content are appropriate or available for use in any particular location. To the extent

you choose to access such services or materials, you do so at your own initiative and are responsible for compliance with any and all applicable laws or agreements regarding such services or materials.

10. Your Use of the Service and Service Content.

Your right to use the Service is a privilege, not a right, and is expressly conditioned on the following:

- a. You may access the Service solely as intended through the provided functionality of the Service and as permitted under the Agreement.
- b. You agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream, or broadcast any part of the Service without LetsBuy's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without LetsBuy's express written consent:
 - i. altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and
 - ii. using any trademarks, service marks, design marks, logos, photographs or other content belonging to LetsBuy or obtained from the Service.
- c. You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine Service Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.
- d. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including any Service Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent permitted by the Agreement, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by LetsBuy.
- e. You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service, including any Service Content available on or through the Service, or any portion thereof, through any

other application or website, unless and solely to the extent LetsBuy makes available the means for embedding any part of the Service or Service Content.

- f. You agree not to access, tamper with, or use non-public areas of the Service, LetsBuy's computer systems and infrastructure, or the technical delivery systems of LetsBuy's providers.
- g. You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including LetsBuy creators and other users.
- h. You agree not to provide any false personal information to LetsBuy or any other user, or create a false identify or impersonate another person or entity in any way.
- i. You agree not to create or attempt to create a new account with LetsBuy, without LetsBuy's express written consent, if LetsBuy has previously disabled an account of yours.
- j. You agree not to solicit, or attempt to solicit, personal information from other users.
- k. You agree not to restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users.
- l. You agree not to use the Service, without LetsBuy's express written consent, to communicate or facilitate any commercial advertisement or solicitation, except as expressly permitted in the Agreement.
- m. You agree not to gain unauthorized access to the Service, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service.
- n. You agree not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.
- o. You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.
- p. You agree not to violate any applicable federal, state or local laws or regulations or the Agreement.

- q. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

11. Consent to Use of Data.

You agree that LetsBuy may collect and use technical data and related information, including, but not limited to, UDID, contacts, usage data, location and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes. Please see the Privacy Policy for more details regarding the information LetsBuy collects, and how it uses and discloses that information.

12. Ownership.

The Service, Service Content, and the media and materials contained therein, including all intellectual property rights therein, are the sole and exclusive property of LetsBuy and its licensors. Except for the limited licenses expressly granted to you under the Agreement, no other rights, licenses, or immunities are granted or will be deemed to be granted to you under the Agreement, either expressly, or by implication, estoppel or otherwise.

13. Consequences of Violating These Terms.

We reserve the right to suspend or terminate your account and prevent access to the Service for any reason, at our sole discretion. We reserve the right to refuse to provide the Service to you in the future. We may review and remove

any of Your Content at any time for any reason, including activity which, in its sole judgment: violates the Agreement; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, Users of the Service. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by, or arising out of, your breach of the Agreement and your use of the Service.

14. LetsBuy's Liability.

- a. Changes to the Service. We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any feature, without notice or liability.
- b. Background Checks. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT WE CURRENTLY DO NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON USERS OF THE SERVICE. WE ALSO DO NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF OUR MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF OUR MEMBERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICE. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS.
- c. User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. This includes disputes between Members. You assume all risk associated with dealing with third parties. You agree to resolve any disputes directly with the other party. You release LetsBuy of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service. LetsBuy makes no representations or warranties as to the conduct of Members. IN NO EVENT WILL LETSBUY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "**RELEASED PARTIES**") BE LIABLE FOR ANY DAMAGES WHATSOEVER,

WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, LOSS OF BUSINESS, LOST PROFITS, TRADE SECRET MISAPPROPRIATION, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THIS SERVICE OR PERSONS YOU MEET THROUGH THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS, PARTICULARLY IF YOU MEET OFFLINE OR IN PERSON. YOU ASSUME ALL RISK WHEN ENGAGING THE SERVICES OF ANY OTHER USER AND IN CONNECTION WITH USING THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY RISKS ASSOCIATED WITH SHARING CONFIDENTIAL INFORMATION WITH ANY OTHER USER. ALL MEMBERS AND OTHER USERS OF THE SERVICE HEREBY EXPRESSLY AGREE NOT TO HOLD THE RELEASED PARTIES LIABLE FOR ANY INSTRUCTION, ADVICE OR SERVICES DELIVERED THAT ORIGINATED THROUGH THE SERVICE AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT ARISE OR RELATED IN ANY WAY TO THE SERVICE, THE INFORMATION PROVIDED THROUGH THE SERVICE AND THE SERVICES PROVIDED BY OR TO ANY USER OF THE SERVICE.

- d. Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.
- e. Third-Party Websites. The Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use any such websites and applications. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or

applications. You assume all risk and we disclaim all liability arising from your use of any third party websites or applications.

- f. We make no promises and disclaim all liability of specific results from the use of the Service.

15. Termination.

The Agreement is effective until terminated by you or LetsBuy. Your rights under the Agreement will terminate automatically without notice from LetsBuy if you fail to comply with any term(s) of the Agreement (including by violating any license restriction provided herein). Upon any termination of the Agreement, you must immediately cease all use of the Service.

16. Disclaimer.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, INCLUDING DATA, WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS, DATA OR SERVICE AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS AND, (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY

MATERIAL OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL. MEMBER HEREBY REPRESENTS THAT THE MEMBER HAS FULLY OBSERVED THE LAWS OF MEMBER'S JURISDICTION IN CONNECTION WITH ANY INVITATION TO USE THE SERVICE AND LETSBUY WILL HAVE NO LIABILITY FOR ANY MEMBER WHO DOES NOT FULLY OBSERVE SUCH LAWS.

[17. Limitation of Liability.](#)

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LETSBUY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICE; (v) YOUR RELIANCE ON CONTENT OR DATA MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR YOUR USE OF COMPANY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE GREATER OF THE FEES YOU HAVE PAID TO LETSBUY AND USD \$150.

18. Indemnity.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any LetsBuy Content, (ii) Your Content, or (iv) your breach of the Agreement. We will provide notice to you promptly of any such claim, suit, or proceeding.

19. Third Party Disputes.

LETSBUY IS NOT AFFILIATED WITH ANY SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

20. Copyright Policy.

- a. The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Service infringe your copyright, you (or your agent) may send LetsBuy a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must include the following information:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
 - ii. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Service are covered by a single notification, a representative list of such works);
 - iii. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow LetsBuy to locate the material on the Service;
 - iv. Your name, address, telephone number, and email address (if available);
 - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send LetsBuy a counter-notice.
- b. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details.

21. Dispute Resolution.

- a. The Agreement and the relationship between you and LetsBuy will be governed by the laws of the State of California without regard to its conflict of law provisions. You and LetsBuy agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Service under the rules of JAMS. Any such arbitration, to the extent necessary, shall be conducted in San Francisco County in the State of California. You covenant not to sue LetsBuy in any other forum.
- b. You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Service or the Agreement:
 - i. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
 - ii. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
 - iii. YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

22. Miscellaneous.

- a. Assignment. You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior written consent of LetsBuy. LetsBuy may assign the Agreement, including all its rights hereunder, without restriction.
- b. Survival. The provisions of the Agreement that are intended to survive the termination of the Agreement by their nature will survive the termination of the Agreement, including, but not limited to, Sections 2 (General), 5 (Content You Submit; License Grants from You), 10 (Your Use of the Service and Service Content), 11 (Consent to Use of Data), 12 (Ownership), 13 (Feedback), 15 (LetsBuy's Liability), 16 (Termination), 17 (Disclaimer), 18 (Limitation of Liability), 19

(Indemnity), 20 (Third Party Disputes), 21 (Copyright Policy), 22 (Dispute Resolution), and 23 (Miscellaneous).

- c. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- d. The Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and LetsBuy regarding your use of and access to the Service, and, except as expressly permitted above, may be amended only by a written agreement signed by authorized representatives of all parties to the Agreement. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of the Agreement or any provision of the Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in the Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of the Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and LetsBuy as a result of the Agreement or use of the Service.
- e. Contacting LetsBuy. You can contact LetsBuy by e-mail at hi@letsbuy.io