

## END USER LICENSE AGREEMENT

**Last updated: 08 January 2019.**

CASHCART INFINITY SHOPPING CORPORATION and all other derivatives of the CashCart domain are owned and operated by CASHCART INFINITY SHOPPING CORPORATION (“CASHCART”, “we”, or “us”).

This END USER LICENSE AGREEMENT (“Agreement” or “EULA”) sets forth the terms and conditions governing the use of any CASHCART web or mobile application downloaded or otherwise acquired by you (the “App”) and this website (the “Site”) that are designed to operate on a desktop or laptop computer or smart phone device you own or control (“Device”). By accessing the Site or any CASHCART services (“Services”) or by installing or using this App, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with the terms and conditions of this Agreement, then you should uninstall the App. References in this Agreement to “you” or “your” refer to both you and any person or entity on whose behalf you act, if any.

The information provided on the Site and the Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site or App from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site, Services and the App are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

Failure to abide by this Agreement may result in the termination of your access to the Site and/or the CASHCART Services or web or mobile App. We may periodically post changes to this EULA on the Site or App, and it is your responsibility to review this EULA frequently and we encourage you to visit the CASHCART Site often. When required by law, we will notify you of any changes to this Agreement.

### **1. License**

1.1. CASHCART grants you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the CASHCART Services for personal or business purposes.

1.2. Unless otherwise indicated, the Site and the App is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Philippines and international conventions. The Content and the Marks are

provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these EULA, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

1.2. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks. YOU MAY NOT ACCESS THE CASHCART SERVICES IF YOU ARE A COMPETITOR OF CASHCART, EXCEPT WITH PRIOR WRITTEN CONSENT FROM CASHCART. IN ADDITION, YOU MAY NOT ACCESS CASHCART SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

## **2. Restrictions**

2.1. You agree that you will not access or reverse engineer any or all CASHCART Services in order to:

2.1.1. build a competitive product or service;

2.1.2. build a product using similar ideas, features, or functions of the CASHCART Services;

2.1.3. copy any ideas, features or functions of the CASHCART Services;

2.1.4. publish or perform any benchmark or performance tests or analysis relating to the CASHCART Services or the use thereof without explicit authorization from CASHCART;

2.1.5. utilize the information provided by or received from CASHCART to create a service similar to the CASHCART Services or competitive with CASHCART;

2.1.6. use the CASHCART Services to reproduce copyrighted material for which you do not hold all necessary rights, licenses or other necessary permissions;

2.1.7. make the CASHCART Services available over a network (other than a CASHCART-owned or controlled network) where it could be used by others unless otherwise agreed to by CASHCART in writing;

2.1.8. translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the CASHCART Services, features or ideas from the CASHCART Services, or any portion of them;

2.1.9. sell, rent, lease, transfer, or sublicense any of the CASHCART Services, unless otherwise agreed to by CASHCART in writing;

2.1.10. utilize or enable a third party to utilize the CASHCART Services or Site via any means that bypass this Agreement, including but not limited to: proxy servers, spiders, scraping robots, or other technology, unless otherwise agreed to by CASHCART in writing;

2.1.11. distribute, facilitate, or enable access to CASHCART Services in any manner deemed by CASHCART in its sole discretion to be objectionable or harmful to the business or reputation of CASHCART;

2.1.12. use the CASHCART Services in conjunction with deep packet inspection and/or any form of network surveillance technology; or

2.1.13. use the CASHCART Services in any way that violates the terms of this EULA.

### **3. Right to Use Information**

You acknowledge that the functionality of the Services allows CASHCART to extract and retain your and your end users' information ("Information") and that such information may include, but is not limited to, personally identifiable information such as a user's name, e-mail address, and purchase/sale history. You represent and warrant to CASHCART that it has the right, and at all times during the term of this EULA will have the right, to allow CASHCART to obtain and use information as set forth in this Agreement. Further, CASHCART shall have the right to use, at its sole discretion, all Information including, but not limited to, to prepare databases and reports and use by incorporation of such information into computer programs and documentation for assignment, license, or other transfer to third parties. For clarity, the restrictions set forth in this Agreement shall not preclude CASHCART from entering into a transfer or sale of all or substantially all of its business, or participate in a merger, consolidation, change in control or similar transaction.

### **4. Security Obligations**

4.1. We cannot guarantee the security of applications built by you or our users that incorporate, in part or in full, the CASHCART Services. We reserve the right to terminate a user without notice if we suspect that they are at risk of a security breach. While we cannot ensure that our users follow all the necessary security protocols, we strongly recommend that you adhere to the following minimum security protocols:

i. Use of PCI-compliant servers

ii. Use of HTTPS for specified API requests (non-HTTPS requests are currently disabled for those requests)

iii. Encryption of your client ID and secret in all storage and communication

4.2. It is your responsibility to maintain the security of your account information.

4.3. You must notify us immediately of any breach of security or unauthorized use of your account.

### **5. Prohibited Uses - Platform Providers**

5.1. You are responsible for all of your (and your end users') activity in connection with the Services. You shall not (and shall not permit any other party to) either (a) take any action or (b) upload, download, post, submit, or otherwise distribute or facilitate distribution of any content on or through the Services, that:

5.1.1. Infringes any copyright, trademark, patent, trade secret, right of publicity, or other rights of any other person or entity or violates any law or contractual duty;

5.1.2. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or

depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;

5.1.3. Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; or

5.1.4. Impersonates any person or entity including any of our employees or representatives, impersonate another user or person or use the username of another user.

5.1.5. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

5.1.6. Use any information obtained from the Site in order to harass, abuse, or harm another person.

5.1.7. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

5.1.8. Attempt to bypass any measures of the Site or App designed to prevent or restrict access to the Site, Services or the App, or any portion of the Site, Services or the App.

5.1.9. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing the Services, any portion of the Site or App to you.

5.2. The Services may only be used by you to interact directly with end users. You will not resell or otherwise distribute the Services.

5.3. In accepting this EULA, you agree to use the Services for the purposes for which it is provided by us and not for competitive evaluation, spying, copying, or other nefarious purposes.

5.4. You shall not (directly or indirectly):

5.4.1. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation and application), except to the limited extent applicable laws specifically prohibit such restriction

5.4.2. modify translate, or otherwise create derivative works of any part of the Services, or copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

5.4.3. you shall abide by all applicable local, state, national and international laws, and regulations.

5.5. You shall not:

5.5.1. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;

5.5.2. interfere or attempt to interfere with the proper working of the Services of any activities conducted on the Services;

5.5.3. bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);

5.5.4. run any form of "spam" on the Services;

- 5.5.5. use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site;
- 5.5.6. Harvest or scrape any content from the Services; or
- 5.5.7. Otherwise, take any action in violation of our guidelines and policies.

## **6. Representations and warranties**

- 6.1. By using the Site, you represent and warrant that: (a) you have the legal capacity and you agree to comply with this Agreement; (b) you are not a minor in the jurisdiction in which you reside (or in the event that you are a minor, that you must provide evidence of parental or guardian consent and would be responsible for your every activity in the Platform. CASHCART requires proof of this evidence and will assume no liability in your failure to provide one and would deem your action of accessing the Site as already having parental or guardian consent); (c) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (d) you will not use the Site for any illegal or unauthorized purpose; and (e) your use of the Site will not violate any applicable law or regulation.
- 6.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **7. Limited Relationship**

- 7.1. Nothing in this EULA shall be construed as creating an independent contractor relationship, employer-employee relationship, a partnership, or a joint venture.
- 7.2. While you may publicly refer to the fact that you have implemented the CASHCART Services, you agree not to make any other public statements that assert or imply any other relationship with CASHCART, unless you have CASHCART’s prior written approval.

## **8. Privacy Policy**

- 8.1. Unless otherwise addressed in this EULA, the CASHCART Services are subject to CASHCART’s Privacy Policy, that can be found at <http://cashcart.io/privacy>, and that by reference is made a part of this Agreement. It is important that you read and understand the terms of CASHCART’s Privacy Policy.
- 8.2. CASHCART may cooperate with and disclose information (including your Account Information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the CASHCART Services.

## **9. Indemnification**

- 9.1. You agree to hold harmless and indemnify CASHCART, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your use of the CASHCART Services, use of CASHCART’s logo, brand, Site, and links.
- 9.2. Violation of this EULA or other actions connected with the use of CASHCART Services, including any liability or expense arising from all claims, losses, damages

(actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, CASHCART will provide you with written notice of such claim, suit or action.

#### **10. Warranties**

THIS SITE, THE MATERIALS, DATA, AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE CASHCART SERVICES, IS AT YOUR SOLE RISK. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, AND CONTENT ON THE SITE. WE DO NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

#### **11. Liability Limitations**

11.1 IN NO EVENT SHALL CASHCART, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, MERCHANTS OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE CASHCART SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11.2. During and after the term of this Agreement, with respect to any of the CASHCART Services that you elect to use, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of us), licensors, sublicensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the CASHCART Services.

#### **12. Termination**

CASHCART has the right (though not the obligation), in its sole discretion, (a) to refuse to provide the CASHCART Services to you, if in CASHCART's reasonable opinion, your use violates this EULA or is in any way harmful or objectionable, or (b) immediately terminate or deny access to and use the Site or the CASHCART Services to any individual or entity for any reason, at CASHCART's sole discretion.

#### **13. Notification in case of infringement of intellectual property**

If you believe that your copyrighted work or trademark is accessible via the Services in violation of your copyright or trademark, you may provide us with a written

communication that contains substantially the following information (a "Notification"):

13.1. identify in sufficient detail the copyrighted work, trademark or intellectual property that you claim has been infringed so that we can locate the material.

13.2. identify the URL or other specific location that contains the material that you claim infringes your copyright or trademark.

13.3. provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.

13.4. state that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or lawful representative.

13.5. state that the information contained in your Notification is accurate and that you attest under oath that you are the copyright or trademark owner or that you are authorized to act on the copyright or trademark owner's behalf.

13.6. indicate your full name, mailing address, telephone number and email.

#### **14. Force Majeure**

CASHCART shall not be in default of any obligation under this Agreement if the failure to perform the obligation is due to any event beyond CASHCART's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude of type for which precautions are not generally taken in the industry.

#### **15. Governing Law**

By using the Services, this Site or the App, you agree that the laws of the Philippines, shall govern this EULA.

#### **16. Dispute Resolution**

16.1. If the users or parties to a commercial transaction are unable to resolve a dispute through informal negotiations, the dispute shall be finally and exclusively resolved by binding arbitration. Such commercial disputes as well any dispute, controversy or claim arising out of or in connection with this EULA shall be referred to arbitration and determined by a tribunal comprised of one (1) arbitrator to be appointed by the Philippine Dispute Resolution Center, Inc. (PDRCI) according to its Arbitration Rules as at present in force. The seat of arbitration shall be Quezon City, Philippines, the location to be determined by the PDRCI, the language of the arbitration shall be English and the regulations established by the PDRCI shall govern the process. The arbitration tribunal shall have the right to issue injunctions and its decision shall be compulsory, final and strictly mandatory to the parties who in turn waive any other jurisdiction or venue that may apply and agree to be subject to the arbitral decision waiving appeals of any type.

16.2. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, stating the reasons for the decision. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

16.3 Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enforce or enter judgment on the award entered by the arbitrator.

16.4. If for any reason, a dispute proceeds in court rather than arbitration, the dispute shall be commenced in the courts located in Quezon City, Metro Manila, Philippines, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and *forum non conveniens* with respect to venue and jurisdiction in such state and federal courts.

16.5. The Parties agree that any arbitration shall be limited to the commercial dispute between the Parties individually. To the fullest extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

16.6. You agree to submit to the Dispute Resolution guidelines - including moderation, mediation and arbitration policies, as may be published by CASHCART on the Site or via CASHCART's mobile App.

## **17. Advertisements**

We allow advertisers to display their advertisements and other information in certain areas of the Site or the App, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **18. Electronic communications, transactions, and signatures**

Visiting the Site, using the App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **19. User data**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, the Services, the App, as well as data relating to your use



of the Site or the App. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### **20. Corrections**

There may be information on the Site or the App that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site or the App at any time, without prior notice.

#### **21. Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without attribution, acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

If you have questions or concerns regarding these EULA, or if you have a complaint, please email us at [info@cashcart.io](mailto:info@cashcart.io).