

WalScout TERMS OF SERVICE

OVERVIEW

THESE TERMS OF SERVICE (“TERMS OF SERVICE” OR “TERMS”) ARE ENTERED INTO BY AND BETWEEN YOU (“YOU”, “YOUR” AND “USER”, AS THE CONTEXT REQUIRES) AND WALSCOUT LLC, A UNITED STATES SINGLE-MEMBER LIMITED LIABILITY COMPANY (“WE”, “US”, “WalScout” AND “OUR”, AS THE CONTEXT REQUIRES). THESE TERMS OF SERVICE GOVERN YOUR USE OF OUR WEBSITE (THE “SITE”) AND ALL INFORMATION, TOOLS, SERVICES (INCLUDING ANCILLARY SERVICES (AS DEFINED BELOW)) AVAILABLE FROM OR IN CONNECTION WITH THE SITE (THE “SERVICES”). IF YOU REGISTER FOR A TRIAL OF THE SERVICES, THESE TERMS OF SERVICE ALSO GOVERN THAT TRIAL. BY ACCEPTING THESE TERMS OF SERVICE, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR ASSENT OR BY EXECUTING ANY DOCUMENT THAT REFERENCES THESE TERMS OF SERVICE AND OF WHICH THESE TERMS OF SERVICE ARE A PART, YOU AGREE TO THE TERMS HEREIN. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, YOU HEREBY REPRESENT TO US THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE.

These Terms of Service apply to all Users of the Site, including without limitation Users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms of Service, then you shall not access the Site or use our Services. Any new features or tools that are added to the Site or Services shall also be subject to the Terms of Service.

SECTION 1 - ONLINE TERMS

You hereby represent and warrant to WalScout that you have the authority to bind yourself and your affiliates to this Agreement.

You shall not use our Services or the Site for any illegal or unauthorized

purpose nor may you, in the use of the Services, violate any laws applicable to you (including but not limited to copyright laws).

You shall not transmit any worms, viruses or any code of a destructive nature within the Services or the Site.

Upon any breach or violation of any of the Terms, the determination of which shall be made by WalScout in its sole discretion, such breach may result in an immediate termination of your access to the Site and Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse to provide the Services or Site to anyone for any reason at any time. Subject to the limited rights expressly granted hereunder, WalScout reserves all right, title and interest in and to the Site and Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

You shall not (i) modify, copy, distribute, display, perform, reproduce, publish, license, transfer, sell, make available to any third party, or create derivative works based on the Site or Services; (ii) frame or mirror any content forming part of the Site or Services; (iii) reverse engineer the Site or Services; or (iv) access the Site or Services in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Site or Services.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We shall not be responsible for information made available on this Site or through the provision of Services that is not accurate, complete or current. The information and material on this Site is provided for general information only and should not be relied upon or used as the exclusive basis for making decisions. Any reliance on information and/or material on this Site is done at your sole and exclusive risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for reference purposes only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your

responsibility to monitor changes to our Site as more fully set forth herein.

SECTION 4 - MODIFICATIONS TO THE SERVICES AND PRICES

Fees charged (including, but not limited to the Fee (as defined in Section 23)) for the Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Services (or any part, portion, service, product or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Site or Services.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

The Services (or any portion thereof) may be subject to limited quantities or limited availability.

We reserve the right, but are not obligated, to limit the availability of the Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Any offer for any product or the Services made on this Site is void where prohibited.

We also reserve the right, but shall not be obligated to, from time to time and when time and capacity allow (as determined by WalScout in its sole discretion), to provide Users with (i) certain services that are ancillary to the Services, or (ii) assistance related to the Services, for the purpose of enhancing or facilitating User's experience with the Services or for User's convenience ("Ancillary Services"). We may also, as needed (as determined by WalScout in its discretion), "impersonate" a User in order to assist such User with a product, troubleshooting, etc. Additional information about any Ancillary Services may be described or referenced on the Site, in a separate written contract by and between WalScout and User, and/or at the time you place an order with us to begin your trial of Services. Any and all such Ancillary Services, whether requested or approved in writing or verbally, via the Site, telephone or any other method of communication by the User, are subject to these Terms. Nothing in these Terms of Service does or is intended to guarantee the provision of Ancillary Services and such Ancillary Services may be limited, eliminated or withheld at our sole discretion.

Subject at all times to Section 13, we hereby disclaim any liability that the quality of any products, the Services, information, or other material purchased or obtained by you will meet your expectations, and we make no representation or warranty that any errors in the Site or Services will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per-person, per-household or per-order. These restrictions may include orders placed by or under the same User account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail, billing address, and/or phone number provided at the time the order was made. We shall have the right, at all times and from time to time, to limit or prohibit any order that, in our discretion, appears to be placed by dealers, resellers, distributors or any individual or entity that we determine is circumventing, violating or attempting to circumvent or violate these Terms or any other WalScout policy.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site. You shall promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 8 - TERMS OF SERVICE COMPLIANCE

WalScout makes no claim, representation or warranty of any kind, type or nature concerning WalScout's or any User's compliance with amazon.com's ("Amazon") services terms of use, conditions of use, privacy policy, or any other conditions, rules or regulations imposed by Amazon on the use of Amazon's services by its customers and other parties (collectively, the "Amazon Terms of Service"). It shall be each User's sole responsibility to analyze and interpret Amazon's Terms of Service for such User. Each User is solely responsible for such User's interpretation of Amazon's Terms of Service and such User's actions relevant to compliance thereof. By using the Site or receiving any Services, you hereby release WalScout and waive any and all

claims or claim rights that you may have against WalScout with respect to Amazon's Terms of Service.

WalScout makes no claim, representation or warranty of any kind, type or nature concerning WalScout's or any User's compliance with walmart.com's ("Walmart") services terms of use, conditions of use, privacy policy, or any other conditions, rules or regulations imposed by Walmart on the use of Walmart's services by its customers and other parties (collectively, the "Walmart Terms of Service"). It shall be each User's sole responsibility to analyze and interpret Walmart's Terms of Service for such User. Each User is solely responsible for such User's interpretation of Walmart's Terms of Service and such User's actions relevant to compliance thereof. By using the Site or receiving any Services, you hereby release WalScout and waive any and all claims or claim rights that you may have against WalScout with respect to Walmart's Terms of Service.

WalScout makes no claim, representation or warranty of any kind, type or nature concerning WalScout's or any User's compliance with etsy.com's ("Etsy") services terms of use, conditions of use, privacy policy, or any other conditions, rules or regulations imposed by Etsy on the use of Etsy's services by its customers and other parties (collectively, the "Etsy Terms of Service"). It shall be each User's sole responsibility to analyze and interpret Etsy's Terms of Service for such User. Each User is solely responsible for such User's interpretation of Etsy's Terms of Service and such User's actions relevant to compliance thereof. By using the Site or receiving any Services, you hereby release WalScout and waive any and all claims or claim rights that you may have against WalScout with respect to Etsy's Terms of Service.

SECTION 9 - SUBSCRIPTIONS, COMMITMENTS, AND TERMS

By subscribing to any Services, you agree to remain subscribed for the entire term of the initial subscription, which is specified per-package and per-product when signing up to receive the Services. By signing up to receive certain Services, Users commit to paying a Fee (as defined in Section 23) each week, month or year, as applicable, during the entirety of the subscription term for such Services. The Fee shall be due at the beginning of each billing period, which shall begin on the date of subscription. Individual services or products offered by WalScout are not interchangeable, may not substituted or

swapped out, and are locked in for the entirety of a subscription term. Only at the sole and exclusive discretion of WalScout may a User be given the ability to cancel a subscription.

In the event that you sign up for a trial subscription (the "Trial Subscription") made available to Users of the Site or Services, you understand and acknowledge that the Trial Subscription will automatically convert to a paid subscription at the conclusion of the Trial Subscription if you do not terminate before the end of the Trial Subscription.

SECTION 10 - PRODUCT DENIALS

WalScout reserves the right to deny any User's product submission at our sole discretion and without notice.

SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If (i) at our request, you send certain specific submissions (for example contest entries); or (ii) without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any form or medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

We may, but shall have no obligation to, monitor, edit or remove Comments or other content submitted by any User that we determine, in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or these Terms of Service.

You agree that your Comments shall not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments shall not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site, Services or any related website. You may not use a false e-mail

address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make, including their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party with respect to the Site or Services.

SECTION 12 - USER INFORMATION

Our Privacy Policy governs your submission of personal identification information to WalScout. Please click here to view our Privacy Policy (<https://walscout.com/privacy>).

WalScout does not store any of your credit card information, and your credit card information will not be shared with any company other than Stripe or such other third-party payment processor determined by WalScout, which company shall be responsible for billing with respect to the Site and Services.

You understand and acknowledge that any content that you provide to WalScout (except credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information will not be accepted or stored by WalScout. As between you and WalScout, you own all right, title and interest in and to all data or information submitted or provided by you to WalScout in connection with the Site or Services.

You hereby grant WalScout a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, worldwide, perpetual license to (a) use, copy, perform, display, and distribute such data and information and to create derivative works of such data and information for the purpose of providing the Site and Services; and (b) use, copy, display and to create derivative works of aggregated data and information submitted by you, by itself or in combination with any other data for (1) the purposes of improving Site and Services; (2) to compile statistical, performance, diagnostic, and corrective information related to the provision and operation of the Site and Services, and (3) to gather insights and derivative data through analysis of such data and information.

SECTION 13 - ERRORS, INACCURACIES, OMISSIONS AND INTERRUPTIONS

Occasionally there may be information on our Site or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate, at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information with respect to the Site, Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

You hereby agree and acknowledge that there may be interruptions in the Site and Services. While we use reasonable efforts to keep the Site and Services accessible, the Site and Services may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, the Site and Services access may be interrupted, suspended or terminated. WalScout retains the right at our sole discretion to deny access to the Services or Site to anyone or any account, at any time and for any reason.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in these Terms of Service, you are prohibited from using the Site or Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of WalScout or of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload

or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site, Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site, Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site, Services or any related website for violating any of the prohibited uses, as determined in our discretion.

SECTION 15 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We make no guarantee, nor do we represent or warrant that your use of our Site or Services will be uninterrupted, timely, secure or error-free.

Except as specifically set forth herein, we make no guarantee, nor do we represent or warrant that the results obtained through your use of our Site or Services will be accurate, reliable, nor that the Site or Services will produce results.

You agree that from time to time we may remove the Site or Services for indefinite periods of time or cancel the Site or Services at any time, without notice to you.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES IS AT YOUR SOLE RISK. THE SITE, SERVICES AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SITE OR SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US HEREIN) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

In no case shall WalScout, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, members, managers or licensors, as the case may be, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract,

tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Services, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or Services or any content (or product) posted, transmitted, or otherwise made available via the Site or Services, even if advised of their possibility. In the event that any jurisdiction does not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

IN NO EVENT SHALL WalScout'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE LESSER OF: (I) THE AMOUNTS PAID BY YOU TO WalScout DURING THE SIX (6) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED AND 00/100 DOLLARS (\$100.00).

SECTION 16 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless WalScout and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, members, managers, interns and employees, as the case may be, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 - TERMINATION

Your obligations and liabilities with respect to the use of the Site and Services incurred prior to the termination of your relationship with WalScout shall

survive the termination of these Terms of Services for all purposes. These Terms of Service shall be effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Service, or when you cease using our Site.

If, in our sole and absolute discretion, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, then we shall have the right to terminate these Terms of Service at any time without notice, and (i) you shall remain liable for all amounts due up to and including the date of termination; and/or (ii) WalScout shall have the right to deny you access to our Site or Services (or any part thereof).

SECTION 19 - WAIVER; ENTIRE AGREEMENT; HEADINGS

Any failure by WalScout to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service constitute the entire agreement and understanding between you and us and govern your use of the Site and Services, and shall supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 20 - GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of Wyoming, United States of America.

SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right to update, change, amend or replace any part of these Terms of Service by posting updates and/or changes to the Site

in a conspicuous manner, except that no modification, amendment, or waiver of any provision of these Terms of Service shall be effective unless it is agreed-to by the party against whom the modification, amendment or waiver is to be asserted, except that no such agreement shall be required for pricing changes pursuant to Section 4 herein, and WalScout reserves the right to modify its pricing at any time. It is your responsibility to check the Site periodically for changes, amendments or updates to these Terms.

SECTION 22 - NON-DISCLOSURE AGREEMENT

By using Site or Services, you expressly hereby agree and acknowledge that WalScout may, as part of the Services, disclose to you certain confidential or proprietary information of WalScout, including promotional methods, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, source code, operational information, technical information, business information, notes, or financial information, methodologies, systems, products and other information (“Proprietary Information”), and you hereby agree to hold such Proprietary Information in strict confidence and that you shall not disclose any Proprietary Information in perpetuity.

SECTION 23 - FEES AND PAYMENTS

You hereby agree to pay WalScout, in United States dollars, a fee (the “Fee”) associated with the provision of the Site and/or any Services provided to you by WalScout. The Fee shall be automatically charged to your credit card by Stripe, Inc., or such other third-party payment processor as determined by WalScout, on the first day of each billing period until termination of any and all subscriptions.

In the event that any payment of the Fee fails or is disputed, WalScout reserves the right to, among other remedies, cancel your subscription. Except as may be required for the provision of Services hereunder, you shall at all times maintain the confidentiality of your marketplace usernames and passwords. You hereby waive any and all claims against WalScout in the event the security of your marketplace account is compromised. You hereby agree to indemnify, defend, and hold WalScout harmless in the event WalScout incurs any damages as a result of a breach of your marketplace account. You hereby consent to WalScout access of your marketplace seller account as may be necessary for the provision of Services (but at all times in

accordance with the marketplace's terms of service).

SECTION 24 - CANCELLATION

WalScout reserves the right to cancel or deny any scheduled launches or subscriptions in its sole and exclusive discretion, for any reason or no reason, and without notice.

SECTION 25 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@walscout.com.

SECTION 26 - REFUND POLICY

WalScout will offer partial or full refunds up to 30 days after the trial period has ended. Following any cancellation, you will continue to have access to the service through the end of your current billing period.

DISCLAIMER

Any past results received by you with respect to the Site or Services are not indicative of future results and there are a number of factors outside of our control and we therefore make no guarantee regarding the results derived from the use of our products, Site, or Services.

Amazon is a registered trademark of Amazon.com LLC. Walmart is a registered trademark of Walmart Apollo LLC. Etsy is a registered trademark of Etsy, Inc. Target is a registered trademark of Target Brands, Inc. CVS is a registered trademark of CVS Pharmacy, Inc. IHERB is a registered trademark of IHERB, LLC. Vitacost is a registered trademark of Vitacost.com, Inc.

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