

KLOSEBUY END USER TERMS OF USE

These Terms of Use (this "**Agreement**"), which is a legal agreement between you ("**You**" or "**Your**" or "**Member**") and KloseBuy, Inc., a Delaware corporation ("**KloseBuy**"), shall govern Your use of and access to the Services (as defined below) and the Website (as defined below). By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content or simply by making any use of the Services and/or Website, You (a) accept this Agreement and agree to be bound by each of its terms, and (b) represent and warrant to KloseBuy that (i) You are at least 18 years of age and have the authority to enter into this Agreement, (ii) this Agreement is binding and enforceable against You, (iii) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity, and (iv) You have read and understand KloseBuy's Privacy Policy, the terms of which are posted at the Website and incorporated herein by reference (the "**Privacy Policy**"), and agree to abide by the Privacy Policy. KloseBuy may amend this Agreement from time to time, and each of which amendments shall be deemed to be effective after posting the updated Agreement at the Website or within the Application.

1. LICENSE.

KloseBuy hereby grants to You a non-transferable, non-exclusive, revocable, limited license to access and use KloseBuy's marketing, rewards, local business building software services, and other services commonly referred to as "KloseBuy" as made available through its Website located at www.KloseBuy.com (the "**Website**"), KloseBuy mobile applications ("**Application**"), and/or any affiliated website or mobile applications (collectively the "**Services**") during the Term (as defined below) solely for the intended purposes as further outlined within this Agreement. KloseBuy may, from time to time, update or modify the Services, release new versions of the Services or create new modules related thereto, each of which may, at KloseBuy's discretion, be included within the license described above. You shall not be permitted to sublicense or transfer any of Your rights hereunder including, without limitation, access to the Services.

3. CERTAIN RESTRICTIONS.

You shall not directly or indirectly copy or reproduce all or any part of the Services, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. You shall use the Services solely for its intended purposes and shall not use the Services for the benefit of any third party except as specifically contemplated under this Agreement. You shall not use the Services to post, transmit, convey, submit, distribute, store or destroy any content, photographs, descriptions, drawings, content, audio materials, text, messages or other information (collectively, "**Posted Information**"): (a) that is false, misleading or inaccurate in any way; (b) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (c) that is defamatory, obscene or trade libelous; (d) in a manner that will infringe the intellectual property rights of others; (e) in violation of any applicable law, statute, ordinance or regulation; or (f) in violation of the any acceptable use policy or other policy posted at the Services from time to time. You shall not violate or attempt to violate the security of the Services. You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Services, including, without limitation, any of the software comprising or in any way making up a part of the Service. In addition, You will not export, re-export or permit any third party to export or re-export, directly or indirectly, the Services where such export or re-export is prohibited by applicable law without appropriate licenses and clearances. You shall defend and indemnify KloseBuy, at Your sole cost and expense, from and against any claims, damages, liabilities and/or expenses arising out of Your breach of any of Your obligations or representations set forth in this Section 3.

4. KLOSEBUY RIGHTS.

KloseBuy shall be entitled, at its sole discretion, to suspend, restrict and/or terminate, without notice of any kind, Your access to the Service or Your KloseBuy account for any reason. Notwithstanding the

foregoing, KloseBuy shall not be required to review or monitor any Posted Information entered into the Services or otherwise submitted by You, and You shall be solely responsible for the veracity and accuracy of all such data, content and information.

5. CERTAIN RESPONSIBILITIES.

You shall be solely responsible for: (i) all Posted Information you input into the Services; (ii) complying with all applicable laws, rules and regulations at all times; (iii) ensuring that all Posted Information is appropriate in tone and is accurate; and (iv) maintaining all passwords and access codes to the Service, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes to access the Service.

6. FEES.

KloseBuy does not currently charge its users to access and use the Services, however KloseBuy may, at any point and in its discretion, elect to begin charging fees for use of various portions of the Service and/or Services.

7. TERM AND TERMINATION.

This Agreement shall continue in full force until the earlier to occur of (i) either party providing written or electronic notice of termination to the other party (at which point You shall no longer be entitled to access or use the Service), or (ii) KloseBuy electing to terminate Your access to the Services, with or without notice (the "**Term**"). For purposes of clarity, You are entitled to terminate your KloseBuy account at any time. Upon termination of this Agreement for any reason, You shall no longer be entitled to access or use the Service. In addition to the foregoing, in the event that KloseBuy determines, in its sole and absolute discretion, that You have breached this Agreement, threatened to breach this Agreement, committed any fraud or deception, breached any KloseBuy policy in effect from time to time or otherwise failed to perform to the standards required of KloseBuy, KloseBuy shall be entitled, at its discretion and in addition to any other remedies it may have hereunder and/or at law, to terminate, cancel or suspend Your access to the Service, in each of the foregoing cases at any time and for any period of time. KloseBuy shall not be responsible for the return of any Posted Information of any kind to You upon any termination of this Agreement or suspension of Your access to the Service. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive any termination of this Agreement.

8. INTELLECTUAL PROPERTY.

(a) General Ownership.

All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and except as set forth herein, nothing in this Agreement shall be deemed to confer any rights to any such intellectual property on the other party. For purposes of clarity, KloseBuy is the sole owner of the name "KloseBuy" as well as the Services, and all source code, object code, software, content, copyrights, trademarks, patents and other intellectual property related thereto or included therein. All suggestions, recommendations, bug-fixes, error-fixes or other communications from You to KloseBuy regarding the Services, upon submission to KloseBuy, shall be owned solely and exclusively by KloseBuy. You acknowledge and agree that the applicable supplier(s) of any third party software included within the Services shall own all worldwide rights, title and interest in and to such third party software (and any intellectual property rights therein), subject to such suppliers' license, if any, of such third party software to KloseBuy.

(b) Use of Posted Information.

In exchange for Your use of the Services, You hereby grant to KloseBuy an unlimited, perpetual, irrevocable, fully-paid, transferable, assignable, sub-licensable, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, commercially exploit, repurpose, perform and display any and all Posted Information You post to the Services, submit to KloseBuy, or post through the Services, alone

or as part of other works in any form, media or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees, in connection with KloseBuy performing the Services described herein. Finally, You irrevocably waive, and cause to be waived, against KloseBuy and its users any claims and assertions of moral rights or attribution with respect to Your Posted Information. KloseBuy shall be entitled to display advertising and/or any other content at locations of its choosing within the Services, including without limitation adjacent to Your Posted Information.

9. DISCLAIMERS.

(a) No Warranties.

Except as explicitly set forth herein, neither KloseBuy, its affiliates or any of any such party's equity holders, directors, officers, employees, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation, (a) that the Services will be error-free, (b) warranties of merchantability or fitness for a particular purpose, (c) as to a minimum level of uptime for the Application or the Website, or (d) as to the results that may be obtained by You by entering into this Agreement and/or using the Services. You agree and acknowledge that the Services are licensed and/or provided hereunder on an "as is" basis. In addition, You hereby agree and acknowledge that: (i) KloseBuy shall not be responsible for any actions taken by any other party using the Services, or from reviewing any of Your Posted Information; (ii) KloseBuy does not recommend or endorse any third parties hereunder, and makes no representations or warranties whatsoever regarding any such third party; (iii) KloseBuy is not a party to any transaction between You and any store, retailer or business with which KloseBuy has a business relationship, and as such, any disputes regarding purchases, discounts, advertising, rewards and/or any other aspect of any transaction or other commercial dealings is solely between You and such third party; (iv) KloseBuy is not responsible for any other party's compliance with applicable laws, rules or regulations; (v) KloseBuy's Services are administrative in nature and KloseBuy is not responsible for ensuring that any third party honor any discount, coupon, advertisement, reward, loyalty or other obligations such third party may have towards You; (vi) KloseBuy shall not, under any set of circumstances, be responsible or liable for an content, text, photographs and/or other Posted Information, including any Posted Information which may violate applicable law and/or a third party's intellectual property rights; and (vii) the Services may not function properly or as intended at times.

(b) Unavailability of Website or Application.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet and/or the Services. While it is KloseBuy's objective to make the Services accessible at all times, the Services may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Services may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of KloseBuy, access to the Services may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, KloseBuy shall not be liable in any way for any delay in responding to an inquiry or question forwarded by You or the effects any delay or unavailability may have on You. YOU AGREE THAT KLOSEBUY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICES AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE SERVICES.

10. LIMITATION ON LIABILITY.

KLOSEBUY SHALL NOT, UNDER ANY SET OF CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE SERVICES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, KLOSEBUY'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING HEREUNDER OR RELATED HERETO SHALL NOT EXCEED \$50.

11. FORCE MAJEURE.

KloseBuy shall not be liable to You for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

12. GENERAL TERMS OF USE

These General Terms of Use govern all visits to and/or any use of any portion of the Services.

All information, images, designs and/or content posted at the Services from time to time is owned solely and in full by KloseBuy Inc., and may not be accessed or used in any way except to the extent explicitly set forth in these General Terms of Use.

You may not copy, download, modify, display, distribute, license, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work or otherwise use the content of the Services for public or commercial purposes without the express written consent of KloseBuy Inc. You may use the Services only in good faith for the purposes described herein. You may download and print out portions of the content from the Website or Application for non-commercial purposes provided that You follow the rules in this Agreement. You may not use the Website or Application, or any business listings, contract information or other content, to promote another business or commercial venture. Nothing on the Services shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication or otherwise.

You may not use the Services or any communications service, chat room, message board, blog, forum, newsgroup, or other interactive service that may be available to You on or through the Services to transmit, upload, post, distribute or facilitate distribution of, or otherwise make available any information or content, including text, communications, software, images, sounds, data or other information, that a) is false; b) contains explicit or graphic descriptions or accounts of sexual acts, including, without limitation, sexual language of a violent or threatening nature directed at another individual or group of individuals; c) includes any inside information and/or proprietary or confidential information learned or disclosed under nondisclosure agreements; d) You are restricted from using under any law; e) infringes upon the intellectual property rights of any third party; or f) contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functions of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any other party.

You may not use the Services for any purpose that: a) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates KloseBuy's rules or policies; b) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other classification protected by law; c) invades any person's or entity's privacy or other rights; d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; e) misidentifies You or impersonates any person or entity, including, without limitation, any employee or representative of KloseBuy, or falsely states, implies, or otherwise misrepresents Your affiliation with a person or entity by, for example, pretending to be someone other than You or pretending to represent a company or organization that You are not affiliated with or authorized to represent; or f) could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.

You may not knowingly solicit or collect personal information from a child 12 years old or younger without appropriate prior verifiable parental consent. You may not take any action on the Services or use the Services content to harm minors in any way. You may not use the Services or Services content in a manner that violates any state or federal law regulating commercial e-mail, facsimile transmissions or telephone solicitations.

You may not modify, re-render, frame, mirror, truncate, add to, inject, filter or change the order of the information contained on any page of the Services for any purpose without our express written consent. You may not copy, use, edit, translate, reverse engineer, decompile, modify, derive, or reproduce any code or source relating to the Services, including without limitation, any service or product KloseBuy

offers.

You may not use any page-scrape, deep-link, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which is intended to approximate any of the foregoing actions, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the KloseBuy Website or take any action in respect of merchants and/or other company information listed at the KloseBuy Website from time to time.

You may not cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners advertisement, or anything else which minimizes, covers or otherwise inhibits the full display of the Services. You may not use the Services in any way that depletes the Services infrastructural resources, slows the transferring or loading of any Services page or interferes with the normal operation of the Services. You may not upload or transmit to the Services any device, software, program or file that may damage the operation of any computer or the Services, including without limitation, viruses or corrupt files. You may not violate the restrictions in any robot exclusion header. You may not disguise the origin of information transmitted to, from, or through the Services. You may not circumvent any measures implemented by KloseBuy Inc. aimed at preventing violations of these General Terms of Use. When you use the Services or any information included therein for an authorized purpose, you must include all proprietary notices without changing, hiding or deleting them.

KloseBuy makes no representations or warranties regarding any content or information posted at the Services from time to time, including as to whether or not such content or information is accurate. The Services and Services content may contain and/or provide access to content provided by third parties, including, without limitation, information, dialogue, opinions, stories, advice, statistical data, text, software, music, sound, photographs, graphics, video, messages, and other materials, whether publicly or privately posted to or e-mailed or otherwise transmitted through the services ("**Third Party Content**") that may include content You find to be offensive, indecent or objectionable. The third party from whom or which any such Third Party Content originates is solely responsible for it and KloseBuy assumes no responsibility to verify, has no control or influence over, makes no representations regarding, and does not guarantee the accuracy, integrity or quality of any Third Party Content. Accordingly, KloseBuy has no liability of any kind to You or any other person relating to any Third Party Content, including, without limitation, mistake, misstatement of law, omission, falsehood, defamation, obscenity, pornography, profanity, opinion, representation and any other content contained in the Third Party Content or for any loss or damage of any kind incurred as a result of the use of any Third Party Content. Statements of opinion and commentary in Third Party Content are those of the third party and, unless KloseBuy expressly states in writing to the contrary, KloseBuy neither endorses nor adopts as its belief any such statements. KloseBuy may provide information in articles KloseBuy posts or links to through the Website only for educational and general informational purposes and not as professional advice. KloseBuy has made no attempt to verify any information contained in any such articles.

As a convenience to You and other visitors of the Services, the Services may contain links to websites that are owned and operated by third parties that are not affiliated with KloseBuy. When You use these links, You will leave the Services and KloseBuy will have no ability to protect Your interests. You visit linked websites at Your own risk and it is Your responsibility to take any protective measures to guard against viruses and other destructive elements. KloseBuy is not responsible for and, unless it expressly states otherwise in writing, makes no warranty or representation regarding and does not endorse any linked website or any service, product or information provided on or through the linked website. KloseBuy reserves the right to remove any content You post to the Services, block the sending of any inquiry or other content KloseBuy deems inappropriate in its sole discretion, and may terminate all access to the Services at any time in its sole discretion for any or no reason. While KloseBuy reserves the right to monitor all postings and/or content posted at the Services, it has no obligation to do so.

13. COPYRIGHT INFRINGEMENT.

KloseBuy respects the intellectual property of others, and asks You and all users to do the same. Material available on or through other site may be protected by copyright and the intellectual property laws of the

United States and/or other countries, and the terms of use of those website, and not this Agreement, govern Your use of that material. It is KloseBuy's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of KloseBuy and/or others.

14. MISCELLANEOUS.

Each party shall pay its own costs and expenses in connection with this Agreement and its activities hereunder. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State Delaware without reference to conflict of law principles, and all disputes arising hereunder or in connection with this Agreement and the Services shall be resolved in the appropriate Federal or state court located solely and exclusively in Broward County, Florida. You hereby consent to exclusive jurisdiction in Broward County, Florida and agree not to raise any defense of forum non conveniens or any similar defense. The relationship between the parties under this Agreement is that of independent contractors and neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, agent or representative of the other party for any purpose whatsoever. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but shall not be assignable by You without KloseBuy's prior written consent. If any provision of this Agreement is held to be unenforceable or invalid for any reason, or if any governmental agency rules that any portion of this Agreement is illegal or contrary to public policy, the remaining provisions, to the extent feasible, will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

15. REWARDS PROGRAM

By registering to become a Member of KloseBuy and by participating in the rewards program ("Program"), You (i) represent that You are 18 years of age or older and a resident of the United States, and (ii) agree to the following Program Terms and Conditions (these "Terms"), as well as the other rules, policies, and procedures of the Program posted or otherwise provided by us.

KloseBuy Rewards Overview: As a Member of KloseBuy, You earn points ("Rewards") by joining the Program, favoring merchants, referring other Members and Businesses, and from merchant promotions. You must be at least 18 years of age and a resident of the United States to become a Member.

How to Join: You may register to become a KloseBuy Member either through the KloseBuy Website or through the KloseBuy Mobile Apps. Once You have created Your account, You will earn points for becoming a Member, and continue to earn points through the Program. You will be able to access from Your My Points page Your point balance and view Your history of point rewards and redemptions.

Points Certificates contain a unique code and must be recorded to Your points balance before the expiration period or the value will expire. No change/currency will be given for any portion of a Points Certificate redemption. If lost or stolen, the code on Your Points Certificate may be used by anyone, and You are solely responsible for protecting it from unauthorized use. If the unique code for the Points Certificate is used in a manner that was not authorized by You, or is lost or stolen, KloseBuy and/or the KloseBuy merchants will not replace the Points Certificate.

Points have no cash value. Points are personal to You and are not transferrable. Points may only be redeemed in the Rewards Catalog located either at www.KloseBuy.com or within the mobile app.

KloseBuy reserves the right to offer additional Program benefits or decline to offer certain benefits at any time in its sole discretion, with or without notice to You. This may include making bonus points and other promotional offers available to select Members based on purchase activity, geographic location, Program participation, or other information supplied by the Member. However, once a Points Certificate is issued, it will remain available for redemption until either the certificate expiration date or the Program expiration.

Membership in the KloseBuy Rewards Program and its benefits are offered at the discretion of KloseBuy, which reserves the right to terminate, change, limit, modify, or cancel any Program Terms, rules, regulations, benefits, or conditions of participation at any time. KloseBuy reserves the right, at our

discretion, to change, modify, cancel, add or remove any or all portions of these Terms, any policy, FAQ, or guideline pertaining to the KloseBuy Rewards at any time. KloseBuy may make revisions to the Program that may include but are not limited to any of the following changes: (i) increase or decrease in the points required or rate at which Points or Points Certificates can be earned; (ii) the value of Points Certificates that can be earned; (iii) change the method of becoming a Member. If these Terms change in the future, we will let You know by posting an update to KloseBuy.com with the most recent modification date. Any changes or modifications will be effective immediately upon posting the revision and You waive any right You have to receive special notice of such change. By continuing to use KloseBuy Rewards, You agree to the revised terms. These Terms are void where and to the extent prohibited by law.

In the event of a dispute over ownership of a KloseBuy Rewards account, the registration will be declared to have been made by the authorized account holder of the email address submitted at the time of joining the KloseBuy Program. For purposes of these Terms, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Abuse of the Program, including failure to abide by these Terms, the sale or barter (or the attempted sale or barter) of Points Certificates, Points, or promotional offers, and any misrepresentation of fact relating thereto or other improper conduct as determined by KloseBuy in its sole judgment may result in cancellation of a Member's Rewards account and future disqualification from Program participation, forfeiture of all Points accrued, and cancellation of previously issued but unused Points Certificates. At our discretion we may prosecute abuse of the Program to the fullest extent of the law.

You may cancel your KloseBuy membership at any time by discontinuing use of the Program. If You discontinue Your KloseBuy Rewards membership, Your accrued Points will be forfeited.

Points are not transferable and may not be combined among Members or conveyed by any means to anyone, including through a Member's estate, and may not pass to a Member's successors and assigns. Accrued Points do not constitute property of the Member. Accrued Points are not transferable by the Member upon death, as part of a domestic relations matter, or otherwise.

By agreeing to participate in the KloseBuy Rewards Program, You release KloseBuy Inc., its parent and subsidiaries and affiliate entities, and their respective, directors, officers, employees and agents (the "Released Parties") from all liability with respect to the misdirection or misuse of any Points or Points Certificates or the use of any Points Certificates by an individual other than the KloseBuy Rewards Member who earned the Rewards Certificate. You further agree through Your agreement to participate in the Program to release the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorney's fees) relating to Your participation in the KloseBuy Rewards Program, use of Points Certificates, or agreement to these Terms. The Released Parties make no warranty, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to KloseBuy Rewards, membership in KloseBuy Rewards, or any products or services related to KloseBuy Rewards.