

ScanLife Terms and Conditions (the “Agreement”)

BY USING THIS CLICK-THROUGH WEBSITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS WEBSITE. SCANBUY MAY, IN ITS SOLE DISCRETION, MODIFY, AMEND OR REVISE THIS AGREEMENT AT ANY TIME AND YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS, AMENDMENTS OR REVISIONS.

This Agreement governs the access to and use of the ScanLife® Code Management Service and related documentation (collectively, “ScanLife”¹), the use of two dimensional bar codes created using ScanLife (“2D Bar Codes”) and any services (the “Services”) provided by Scanbuy, Inc. (“Scanbuy”). By using this website, accessing and using ScanLife, or by creating or using 2D Bar Codes: (a) you warrant to Scanbuy that you are authorized to accept this Agreement; and (b) you agree to be bound by this Agreement.

Terms for Personal Accounts:

By requesting the “Personal Account” option you agree to the terms of this Agreement and the information describing the “Personal Account” on our webpage. Once you have completed the term of your plan, your plan will automatically renew, unless you cancel or upgrade before your plan ends. If you cancel your plan at any time, your account will remain active for a 30 day grace period or for the remainder of your plan if you cancel more than 30 days before its expiration, unless you elect to deactivate your account immediately. You may deactivate your account at any time.

- **Scans**

- Please note that “number of scans per year” is calculated in the aggregate, for all barcodes generated under a particular plan, and is not calculated on a per barcode basis. For instance, if 3 barcodes are generated, the maximum number of scans allowable per year is 500 and not 1500. Furthermore, the maximum number of scans allowable per year remains the same even if you generate fewer barcodes than the number allowable under your current plan. For instance, if 2 barcodes are generated, the maximum number of scans allowable per year is still 500.
- If the number of scans allowable per year under your current plan exceeds the number of scans in a year, the excess does not rollover to the next year.

¹ “ScanLife” is a trademark of Scanbuy, Inc. that has been registered in the United States and European countries and is in the process of being registered in other countries.

- If the number of scans in a year exceeds the number of scans allowable per year under your current plan, then you will be contacted by a ScanLife representative to discuss other plan options.

Representations and Acknowledgements

You hereby represent, acknowledge and agree that:

- You may only use ScanLife for lawful purposes.
- You agree to access and use ScanLife for the sole purpose of creating 2D Bar Codes for your personal use and will not use ScanLife for commercial or business purposes.
- You are responsible for any authorized or unauthorized collection, storage, disclosure and use of, and access to, any personal information you connect to 2D Bar Codes generated by you.
- This is an Agreement for services and access to this website and ScanLife and you are not granted a license to any software by this Agreement.
- You may not use ScanLife, the 2D Barcodes or the Services: (a) to modify, adapt, translate or create derivative works of ScanLife or the 2D Bar Codes; (b) to reverse engineer, disassemble, decompile or otherwise attempt to derive the source code, object code, or underlying structure, ideas, or algorithms for, or any other trade secrets embodied in, ScanLife; (c) to copy any portion of ScanLife; (d) (i) to charge any person for access to or use of ScanLife, or the 2D Bar Codes; (ii) to rent, timeshare, lease, loan, distribute, resell, sublicense or transfer ScanLife, or the 2D Bar Codes; (iii) to provide services to or for any unrelated third party; or (iv) to otherwise act as a service bureau; (e) to infringe or misappropriate any third party rights, including any trademarks, copyrights, patents, trade secrets, privacy, publicity or other intellectual property rights; (f) to upload, download, link, create, transmit or otherwise communicate any material that (i) violates any law, statute, order, rule, regulation, ordinance or judgment of any governmental authority (collectively, “Applicable Law”) or encourages or promotes any illegal activity; (ii) is otherwise inappropriate for the age of the intended recipient; (iii) libels, slanders or defames any person, facility or product; (iv) is deceptive, constitutes an unfair or improper trade practice or other wrongful business conduct; (v) is threatening; (vi) encourages or promotes racism; (vii) delivers unsolicited email or circumvents protective technologies; (viii) contains any viruses, worms, time bombs, time locks, drop dead devices, traps, access codes, trap door devices or any other code that is designed to disrupt, disable, erase, alter, harm or otherwise impair any mobile phone, computer or other computing device; or (ix) links to any web site or other information that does any of the preceding; (g) use an alias or impersonate any other person; or (h) permit any other person to do any of the preceding.
- In your use of ScanLife, the 2D Barcodes and the Services, you represent yourself accurately and will not impersonate any other person, whether actual or fictitious.
- You will adopt and maintain the Scanbuy [Privacy Policy](#), which may be modified by Scanbuy from time to time.
- You will comply in all respects with Applicable Law and the rules and regulations of your mobile telephone service providers, internet service providers and other third party service providers.

- You will not share account information, authorized user's passwords or other login information with anyone other than individuals authorized by you. Scanbuy will not be liable for any loss that you incur as a result of any other person's use of that account or login information, whether authorized or unauthorized. You will notify Scanbuy immediately if you discover any unauthorized use of account information, passwords or other login information.
- You will not at any time disclose to any person, except as required by Applicable Law, any reports about ScanLife or the results of any benchmark or comparative tests related to the creation, scanning or other use of the 2D Bar Codes or ScanLife.

Right to Deactivate or Remove Content

Scanbuy, at its own discretion, may immediately deactivate your ScanLife account, if Scanbuy believes in its sole discretion that you have violated any of the policies listed above or this Agreement. Although Scanbuy has no obligation to monitor the content provided by you in connection with the 2D Barcodes, Scanbuy may do so and may deactivate any 2D Barcodes, or prohibit any use of ScanLife or the Services that Scanbuy believes may be (or is alleged to be) in violation of this Agreement or Applicable Laws. For what it means to have your account and barcodes deactivated, refer to Section entitled "Consequences of Deactivation" below.

Consequences of Deactivation

However, under this limited access you will not be able to create new barcodes or modify existing barcodes. Additionally, existing barcodes will become deactivated, which will mean that end users scanning such deactivated barcodes will see a message saying that the barcode is no longer active. Your barcodes can be reactivated up to 12 months from the time of deactivation by contacting ScanLife.

Intellectual Property

Scanbuy and its suppliers own all right, title and interest in and to ScanLife and the 2D Bar Codes.

Scanbuy is the exclusive owner of the SCANBUY®, SCANLIFE® and EZCODE® marks (the "*Scanbuy Marks*"), their registrations and applications for registration, and their associated goodwill, throughout the world. All use of the Scanbuy Marks will inure to the benefit of Scanbuy. You will not acquire any right, title or interest in or to the Scanbuy Marks. You will not, at any time, (a) directly or indirectly contest, aid others in contesting; (b) use or register any trademark, service mark or trade name that is confusingly similar to any Scanbuy Mark; (c) use any Scanbuy Mark in any way that might prejudice the distinctiveness or validity of that Scanbuy Mark or impair the goodwill of Scanbuy in the Scanbuy Marks; or (d) do anything that might impair the validity of the Scanbuy Marks or Scanbuy's exclusive ownership of the Scanbuy Marks. You will not, and will not authorize any other person, directly or indirectly, to: (x) use any Scanbuy Mark; (y) use any Scanbuy Mark in conjunction with other trademark or trade name, including your trademarks, service marks and trade names; or (z) use any Scanbuy

Mark, either individually or in combination with any other mark, as a business name or trade name in the conduct of any portion of your business.

Your Information

In using this website, ScanLife, or the Services, you may provide information about yourself (such as name, contact information, or other registration information) to Scanbuy. Scanbuy may use this information and any technical information about your use of the ScanLife or the Services to communicate separately with you. If you accessed this website or ScanLife as a result of solicitation by a marketing partner of Scanbuy, Scanbuy may share your information with the marketing partner and the marketing partner may share related information with Scanbuy. Except as described above, Scanbuy will not provide your information, including your contact and account information, to third parties whom you have not authorized to receive such information, except as required by law or court order, including without limitation judicial process and law enforcement, or in the good-faith belief that such action is necessary to comply with law or a court order.

Indemnification

You hereby agree to defend, indemnify and hold harmless Scanbuy and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any 2D Barcodes you distribute or (iii) otherwise arises from or relates to your use of ScanLife or the Services. In addition, you acknowledge and agree that Scanbuy has the right to seek damages when you use the ScanLife, the 2D Barcodes or the Services for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In addition, in the event that Scanbuy is required to respond to a third party or law enforcement subpoena that is related to your use of ScanLife or the Services, Scanbuy may in its sole discretion require you to reimburse Scanbuy for its reasonable expenses associated with complying with such subpoena.

Warranty Disclaimer; Remedies

USE OF SCANLIFE, THE 2D BARCODES AND THE SERVICES AND ANY RELIANCE BY YOU UPON THE FOREGOING, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. SCANBUY DOES NOT WARRANT THAT SCANLIFE, THE 2D BARCODES OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FOREGOING. THE 2D BARCODES AND SCANLIFE ARE PROVIDED "AS IS" AND SCANBUY DISCLAIMS

ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of ScanLife or the 2D Barcodes shall be for Scanbuy to use commercially reasonable efforts to adjust or repair them.

Hazardous Activities; General Release

SCANLIFE, THE 2D BAR CODES AND THE SERVICES MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS OR IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (SUCH AS IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION, COMMUNICATION OR FLIGHT CONTROL; LIFE SUPPORT MACHINES; WEAPONS SYSTEMS OR ANY OTHER ENVIRONMENTS) OR APPLICATIONS IN WHICH THE FAILURE OF SCANLIFE, THE 2D BAR CODES OR THE SERVICES COULD LEAD TO SERIOUS INJURY OR DEATH, ENVIRONMENTAL DAMAGE OR FINANCIAL LOSS (COLLECTIVELY, "HAZARDOUS ACTIVITIES"). YOU RELEASE SCANBUY FROM ANY AND ALL LIABILITY FOR USE OF SCANLIFE, THE 2D BAR CODES AND THE SERVICES IN HAZARDOUS ACTIVITIES AND WILL INDEMNIFY AND HOLD SCANBUY AND ITS SUPPLIERS HARMLESS FROM ANY THIRD-PARTY CLAIM ARISING OUT OF YOUR USE OF SCANLIFE, THE 2D BAR CODES AND/OR THE SERVICES IN HAZARDOUS ACTIVITIES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL SCANBUY OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "SCANBUY") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF SCANBUY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, SCANBUY IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF SCANBUY TO YOU

ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR ACCESS TO SCANLIFE AND THE SERVICES AND THE 2D BARCODES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY SCANBUY TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

Restricted Persons; Export of 2D Barcodes or Technical Data

You hereby warrant that you are not a Restricted Person. For purposes of this Agreement, you are a Restricted Person if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using ScanLife or the Services is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify Scanbuy within twenty-four (24) hours, and Scanbuy shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to Scanbuy.

You agree that you shall not utilize ScanLife, the Services or the 2D Barcodes to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the 2D Barcodes, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

Governing Law

These Terms will be governed by the laws of the United States of America and the State of New York without regard to conflicts of law principles, except that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Arbitration

Any dispute relating to ScanLife, the 2D Bar Codes, the Services or this Agreement that cannot be resolved by the parties will be resolved by arbitration in New York, New York, USA under the Commercial Arbitration Rules of the American Arbitration Association or any other rules

mutually agreeable to the parties. Any dispute involving claims asserted by both parties that are less than \$100,000 in the aggregate will be resolved by a single neutral arbitrator. Any dispute involving claims asserted by both parties that in the aggregate equal or exceed \$100,000, or claims that seeks injunctive or equitable relief, will be resolved by a panel of three neutral arbitrators as follows: each party will appoint an arbitrator and those two arbitrators will appoint a third arbitrator who will chair the arbitration panel. If one of the parties fails or refuses to appoint an arbitrator within 30 days after the date the other party appoints its arbitrator, that first appointed arbitrator will be the sole arbitrator. Both parties consent to the jurisdiction of that arbitrator or arbitration panel, as appropriate. All proceedings will be conducted, and all documents submitted in connection with those proceedings will be presented, in the English language. Arbitration proceedings may be consolidated with arbitration proceedings pending between other individuals or entities if the arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator(s), in any of the pending cases, or if the arbitrator(s) fail to make the order, the parties may apply to any court of competent jurisdiction for that order. The arbitrator(s) will have the authority to award any remedy or relief that a court could order or grant, including specific performance of any obligation created under this Agreement, the awarding of punitive damages, the issuance of an injunction or the imposition of costs. The award will be in writing, will be signed by the arbitrator(s) and will include findings of fact, conclusions of law and a statement regarding the disposition of each claim. The award will be final and binding on the parties. To the extent permitted by Applicable Law, judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties or the dispute. Neither party may disclose the existence, content, results or any other information about the dispute, the arbitration or the award to any person except as necessary to enforce the award or as required by Applicable Law.

- **Exception.** Notwithstanding the Arbitration Section above: (a) the parties will be entitled to interim or provisional relief from a court that may be necessary to protect the rights or property of that party pending the arbitration process; and (b) the parties may waive their rights under the Arbitration Section and instead elect to have any dispute arising out of or related to ScanLife, the 2D Bar Codes, the Services or this Agreement resolved by the courts of the state, province, commonwealth, or country where you are located, and in that case, the parties agree that those courts will have exclusive jurisdiction in relation to that dispute.

Assignment

Scanbuy may assign any of its rights under this Agreement or delegate any of its obligations without the consent of the other party to (a) an affiliate, (b) the surviving entity in a merger, or (c) an entity that acquires substantially all of Scanbuy's assets. Otherwise, neither party may assign any of its rights or this Agreement or delegate any of its obligations without the prior written consent of the other party. This Agreement is binding upon and enforceable by each

party's permitted successors and assignees. Any assignment in violation of this Section is null and void.

Force Majeure

Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if the delay or failure arises from any reason beyond its reasonable control, including any act of God, any acts of the common enemy, terrorism, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, strikes, labor disturbances or slowdowns, or any act or failure to act by the other party or its employees, agents or contractors. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a delay in the performance of its obligations under this Agreement.

