



Last Updated: March 20, 2020

Overview

Welcome to PayBud!!! PayBud is the operator of www.paybud.com (the “Site”) and the developer and operator of the PayBud mobile application (the “App”). PayBud is a unique membership rewards network centered on the everyday activities of our members. What makes our network so unique is the buying power of your rewards increases with members’ activity within the PayBud community and ecosystem. So, your rewards actually become more valuable the more active the community is as a whole. PayBud provides our members fun and easy ways to earn and spend their rewards.

THESE TERMS OF SERVICE (“**TERMS**”) SETS FORTH THE LEGALLY BINDING AGREEMENT FOR YOUR USE OF THE SITE, THE APP AND SERVICES PAYBUD PROVIDES. BY ACCESSING OR USING THE SITE, APP OR SERVICES, YOU ARE ACCEPTING THESE TERMS AND YOU REPRESENT AND WARRANT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE TERMS IF YOU DO NOT HAVE THE CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE, APP OR SERVICES. IF YOU ARE USING THE SITE, APP OR SERVICES ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, YOU REPRESENT AND WARRANT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH COMPANY, ENTITY, OR ORGANIZATION WITH THE AUTHORITY TO BIND IT TO THESE TERMS.

IMPORTANT DISCLAIMERS

1. ALL INFORMATION CONTAINED ON THE SITE, APP AND SERVICES IS FOR INFORMATIONAL PURPOSES ONLY. CONTENT POSTED BY PAYBUD ON ANY WEBSITE, MOBILE APPLICATION, SOCIAL MEDIA CHANNEL, THIRD-PARTY CONTENT SERVICE, OR ADVERTISEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PAYBUD DOES NOT

ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF, ANY OPINION, ADVICE, STATEMENT, OR OTHER INFORMATION MADE ON THE SITE OR SERVICES, INCLUDING USER CONTENT AND THIRD PARTY MATERIALS (EACH AS DEFINED BELOW). PAYBUD IS NOT RESPONSIBLE FOR YOUR RELATIONSHIP WITH ANY MERCHANT, CANNABIS DISPENSARY, ANCILLARY CANNABIS BUSINESS, RETAIL LOCATION, HEALTH CARE PROVIDER, OR OTHER USERS OR MEMBERS OF THE SITE, APP OR SERVICES. PAYBUD IS NOT OBLIGATED TO SCREEN ANY BUSINESS OR COMPANY APPEARING ON THE SITE AND/OR APP SUCH AS DISPENSARIES, RETAIL LOCATIONS, HEALTH CARE PROVIDERS, OR THEIR MENUS AND PRICES TO DETERMINE WHETHER THEY ARE QUALIFIED OR AUTHORIZED BY LAW TO PROVIDE THEIR SERVICES OR TO DETERMINE THE ACCURACY OF THEIR MENUS OR OTHER INFORMATION THEY PROVIDE.

2. PAYBUD DOES NOT OFFER MEDICAL ADVICE. ANY INFORMATION ACCESSED THROUGH THE SITE, APP, AND SERVICES, OR WITHIN ANY OF PAYBUD'S SOCIAL MEDIA PAGES OR CHANNELS IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, IS NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND IS NOT INTENDED TO COVER ALL POSSIBLE USES, DIRECTIONS, PRECAUTIONS, OR ADVERSE EFFECTS. SUCH INFORMATION INCLUDES WITHOUT LIMITATION, THIRD PARTY MATERIALS, MEMBER CONTENT AND PAYBUD-GENERATED CONTENT DERIVED FROM MEMBER CONTENT. THE INFORMATION ON THE SITE, APP, AND SERVICES PROVIDED VIA PAYBUD'S SOCIAL MEDIA PAGES AND CHANNELS SHOULD NOT BE USED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. ALWAYS CONSULT YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE, APP, SERVICES, OR ON PAYBUD'S SOCIAL MEDIA PAGES AND CHANNELS.

Throughout this agreement, the terms "we", "us" "PayBud" and "our" refer to PayBud LLC, a Nevada Limited Liability Company. PayBud offers the Site, and the App, including all information, tools and services available from the Site and the App to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated throughout.

Please read the Terms carefully before accessing, using our website or opting to accept these Terms. By accessing or using any part of the Site and/or App, you agree to be bound by these Terms of Service. This includes, but is not limited to, purchasing or requesting physical or digital items from us (the “Products”), or by your signing up for any of our membership programs, reward programs and/or subscriptions to access the a PayBud service(s) (“Services”). These Terms apply to all users of the Site and App, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services including the App. If these Terms are considered an offer, acceptance is expressly limited to your agreement to these Terms.

Any new features or tools which are added to the current Site and/or App shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. You are encouraged to review these Terms each time you use the Site or the App because your use of the Site or the App after the posting of changes will constitute your acceptance of the changes. Also See: **PayBud Rewards Program® Terms of Use**

We grant you a personal, limited, non-transferable, non-exclusive license to access and use the Site and the App. We reserve the right, in our sole discretion and without notice to you, to revise the products and Services available on the Site and the App and to change, suspend or discontinue any aspect of the Site or the App and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or the App or restrict your access to part, or all, of the Site or the App without notice or penalty. Your continued use of the Site and the App will constitute your acceptance of any such changes.

Section 1 - Use of Site and App

You may use the Site and the App only for your own noncommercial personal use and in compliance with these Terms. You are responsible for your own communications, including the transmission, uploading or posting of information to the Site or the App and are responsible for the consequences of such communications. Any other use of the Site or the App requires the prior written consent of PayBud. You may not otherwise copy, modify, or distribute

the contents of this Site or the App without the prior written consent of PayBud. You may not modify, publish, transmit, participate in the transfer of, sell, create derivative works from, or in any way exploit any of the content found on the Site or the App, in whole or in part.

We require all members to agree not to use the Site or the App, and specifically prohibit any use of the Site or the App, for any of the following purposes; (a) posting, communicating or transmitting any material that infringes on any intellectual property, publicity or privacy right of another person or entity, (b) engaging in any harassing, threatening, intimidating, predatory or stalking conduct, (c) posting any information which is untrue, inaccurate or not your own, (d) using or attempting to use another user's account without authorization from such user and PayBud, (e) using the Site, the App and Service in any manner interfering with, disrupting, negatively affecting or inhibiting other users or members from fully enjoying the Site, the App and Service or damaging, disabling, overburdening or impairing the functioning of the Site, the App and Service in any manner, (f) engaging in conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law or regulation, (g) attempting to interfere in any way with the Site, the App's or PayBud's network security, or attempting to use the Site or the App's service to gain unauthorized access to any other computer system, (h) using the Site or the App to drop ship merchandise to third parties, or (i) purchasing of products for commercial use or in connection with distribution via a commercial service.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Site or the App. Further, you may not use any such automated means to manipulate the Site or the App, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Site or the App or any other user's use of the Site or the App, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Site or the App, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms. You may not frame portions of the Site or the App within another web site. You may not resell use of, or access to, the Site or the App to any third party without the prior written consent of PayBud.

Section 2 - Site and App Not for Minors

The Site and App are not targeted toward or intended for use by anyone

under the legal age in the country in which they reside. By agreeing to these Terms of Service, you represent you are; (a) of legal age or older, (b) have not been previously suspended or removed from the Site or App, or engaged in any activity that could result in suspension or removal from the Site or App, (c) do not have more than one PayBud account, and (d) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party. You may not use the Services or sign up for a Membership if you are not at least 18 years of age. If we later discover or suspect you are not at least 18 years of age, we reserve the right to take steps to cancel access to the Service, including cancellation of such person's Membership.

Section 3 - Fraud Protection

As part of our order processing procedures, we may screen received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If we suspect fraudulent, unauthorized or illegal activity, we may reject your order or we may contact you at the phone number or email address you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our members as well as ourselves from fraud or other unauthorized or illegal activity.

Section 4 - PayBud Membership

In order for you to take advantage of the Services, you will be required to sign up for a PayBud Membership. Included in the PayBud Membership will be an enrollment in our PayBud Rewards® Program. Please refer to the PayBud Rewards® Program Terms of Use for more information about the terms, conditions and policies that apply to your enrollment and use of the PayBud Rewards® Program.

Information regarding the various Memberships available, including the FREE Membership option, can be found on our "Membership Tiers" page on our website and app. Any paid for Membership fees are paid in advance for the Membership term (the "Term"). PayBud may from time to time offer Membership terms in addition to one month terms. When signing up as a PayBud member you agree to provide a real and valid email address capable of sending and receiving emails (temporary or fake email addresses are not allowed). You agree to receive emails, text messages and push notifications from PayBud LLC and such communications are not to be considered spam

or unsolicited text-message marketing. As a member you have the option to opt-out of such communications by updating your member preferences on the Site and/or App.

ANNUAL PAID MEMBERSHIPS:

AUTOMATIC ANNUAL RENEWAL TERMS: Annual Paid Memberships renew automatically for one (1) year periods until you cancel. By purchasing an Annual Membership, you agree and acknowledge your Membership has an initial pre-payment feature for one full year of Service and a recurring Annual Membership Fee at the then-current Annual Membership rate and you accept responsibility for all recurring charges prior to cancellation, including, where applicable, any charges processed by PayBud after the expiration date of your payment card.

MONTHLY PAID MEMBERSHIPS:

AUTOMATIC MONTHLY RENEWAL TERMS: Monthly Paid Memberships renew automatically for one (1) month periods until you cancel. By purchasing a Monthly Membership, you agree and acknowledge your Membership has an initial pre-payment feature for one full month of Service and a recurring Monthly Membership Fee at the then-current Monthly Membership rate plan you have elected and you accept responsibility for all recurring charges prior to cancellation, including, where applicable, any charges processed by PayBud after the expiration date of your payment card.

CANCELLATION POLICY FOR MEMBERSHIPS: You may cancel your FREE OR PAID Membership at any time by contacting us at membership@paybud.com. Upon cancellation of a paid membership, you will not be charged for any renewal periods and your PAID Membership will not continue past the then current period. However, all Membership Fees paid prior to termination of your Membership are non-refundable and you shall be responsible for any charges to your chosen payment method for the Membership prior to your cancellation.

PLEASE NOTE: IF YOU HAVE CANCELLED YOUR MEMBERSHIP AND THEN WISH TO RETURN TO PAYBUD TO USE THE SERVICE, PLEASE EMAIL US AT membership@paybud.com SO WE CAN REINSTATE YOUR PRIOR MEMBERSHIP ACCOUNT. THERE IS NO NEED TO REAPPLY FOR MEMBERSHIP.

Section 5 - Trial Offers

PayBud may, from time to time, to the extent legally permitted, offer free trial upgraded or premium level Memberships for a limited period of time (“Free Trial”). The terms and conditions of such a Free Trial will be communicated to you when you sign up for the Free Trial.

AUTOMATIC RENEWAL FOR TRIAL PERIODS : Once your free trial ends, **we (or our third party payment processor) will begin billing your designated payment method on a recurring basis for your new upgraded or premium Membership (plus any applicable taxes and other charges) for as long as your upgraded or premium Membership continues**, unless you cancel your upgraded or premium Membership prior to the end of your free trial.

CANCELLATION POLICY FOR TRIAL PERIODS: You may **cancel your Free Trial Membership at any time prior to the end of the trial period by emailing us at membership@paybud.com**. Please note you may not receive a notice from us advising your free trial has ended or the paid portion of your Membership subscription has begun. We reserve the right to modify or terminate free trials at any time, without notice and in our sole discretion.

Section 6 - Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this Site and the App is not accurate, complete or current. The material on this Site and the App are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site and the App are subject to change at any time without notice. The inclusion of any products or services on the Site and the App does not imply or warrant these products or services will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site and the App.

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

App. You agree it is your responsibility to monitor changes to our Site and the App.

Section 7 - Modifications to the Service and Prices

Prices for Services and any products made available through the Site and the App are subject to change without notice. If we are going to change the Membership Fees for any of our paid Membership levels you are subscribed to, we will provide you with notice of such change in a commercially reasonable manner.

We reserve the right at any time to modify or discontinue the Service (or any part 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 Service.

PayBud reserves the right, with or without prior notice, to do any one or more of the following; (a) limit the available quantity of or discontinue any product or service, (b) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion, (c) bar any user from making or completing any or all Transaction(s), and (d) refuse to provide any user with any product or service.

Certain products or services may be available exclusively online through the Service. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We do not warrant the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or any errors in the Service will be corrected.

Section 8 - Accuracy of Billing and Account Information

When you sign up for a Membership and purchase any product or service made available through the Site and the App (each such purchase, a "Transaction"), you agree to provide current, complete and accurate purchase and account information for all purchases made via our Service on our Site and App. You agree to promptly update your account and other information, including your email address and credit card account information, expiration dates and shipping address, so that we can complete your Transactions and contact you as needed.

You may only have one Membership account whether you are an individual or entity. We shall have the sole discretion to determine if you have created more than one Membership and if we determine you have done so, we reserve the right to cancel your Membership and modify any orders you have placed through the Services. These restrictions may include physical and/or digital orders placed by or under the same customer account, the same credit card, and/or orders using the same billing and/or shipping address. 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. If you have obtained multiple promotional discounts as a result of setting up multiple Membership accounts for a single person and/or entity, we may charge you the difference for any products purchased with a discount obtained in violation of these Terms or the stated terms of the promotion or discount.

In the event we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You represent and warrant you have the legal right to use any credit card(s) or other payment method(s) utilized in connection with any Transaction. By submitting such information, you grant to PayBud the right to provide such information to third parties, such as our payment processors, for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

You agree by placing an order on the Site or the App and agreeing to these Terms, you are entering into a binding contract with PayBud and agree to pay all charges incurred by you or on your behalf through the Site and the App, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Section 9 - Additional Terms and Conditions

You agree additional terms and conditions may apply to specific products, features and services included in your Membership, or your use of certain portions of the Site or the App, including, but not limited to, ordering, shipping and return policies, the PayBud Rewards Program, Bud Bullion Coins, Share

the Love referral reward programs, and the terms associated with such products and services (“Additional Terms”), which Additional Terms are hereby made part of these Terms by reference. If there is a conflict between these Terms and the Additional Terms, the Additional Terms shall control.

Section 10 - Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Site and/or the App is entirely at your own risk and discretion and you should ensure you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Site and/or the App (including, the release of new games, tools, activities and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 11 - Third-Party

Links - The Service may contain links or connections to third party websites, products or services not owned or controlled by PayBud. When you access third party websites or use third party services or products, you accept there are risks in doing so, and PayBud is not responsible for such risks. We encourage you to be aware when you leave the Service, the Site and/or the App and to read the terms and conditions and privacy policy of each third party website or service you visit or utilize.

PayBud has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Service. In addition, PayBud will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Service, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree PayBud shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users, members and any third party, you agree PayBud is under no obligation to become involved. In the event you have a dispute with one or more other users or members, you release PayBud, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Deals - The Site, App or Services might display, include or make available coupons, promotional codes, giveaways, samples, and other offers from listed merchants such as dispensaries or other retail businesses (collectively, "Deals"). Deals constitute "Third Party" materials under this Agreement. PayBud displays these Deals on the Site, App and Services as a form of advertisement for the listing merchant (the "Offeror") only. All Deals are offered directly by the applicable Offeror, and may be subject to additional terms, conditions, or restrictions of the Offeror or under applicable law, whether or not such additional terms, conditions or restrictions are expressly included on the Site, App, or Services. The Offeror, and not PayBud, is solely responsible for; (a) redemption of the Deal, (b) compliance of all aspects of the Deal with applicable law (including without limit, the advertisement, redemption, and terms, conditions and restrictions related thereto), (c) all goods and services it provides to you in connection with the Deal, and (d) all injuries, illnesses, damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a Deal or not.

Section 12 - User Comments, Feedback, and other Submissions

If, at our request, you send certain specific submissions (for example

Sweepstakes entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials (exclusive of your personally identifiable information), whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments you forward to us. We are and shall be under no obligation to (a) maintain any Comments in confidence, (b) to pay compensation for any Comments, or (c) to respond to any Comments.

We may, but have no obligation to, monitor, edit or remove content we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree your comments will 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 Service or any related website. You are responsible for all Comments you contribute, in any manner, to the Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are responsible for all your activity in connection with the Services.

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 and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

Section 13 - Copyright Infringement

In accordance with the Digital Millennium Copyright Act (DMCA), we've adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements. If you believe material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of),

please send a notice of copyright infringement containing the following information to PayBud's DMCA Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material claimed to be infringing, including information regarding the location of the infringing materials the copyright owner seeks to have removed, with sufficient detail so PayBud is capable of finding and verifying its existence;
- Contact information about the notifying person or entity including address, telephone number and, if available, email address;
- A statement the notifying person or entity has a good faith belief the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- remove or disable access to the infringing material;
- notify the content provider who is accused of infringement we have removed or disabled access to the applicable material; and
- terminate such content provider's access to the Services if he or she is a repeat offender. Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes the material removed (or to which access was disabled) is not infringing, or the content provider believes it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:
 - A physical or electronic signature of the content provider;
 - Identification of the material removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
 - A statement the content provider has a good faith belief the material was removed or disabled as a result of mistake or misidentification of the material; and
 - Content provider's name, address, telephone number, and, if available, email address, and a statement such person or entity consents to the

jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which PayBud is located, and such person or entity will accept service of process from the person who provided notification of the alleged infringement.

- If a counter-notice is received by the Designated Agent, PayBud may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person PayBud may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at PayBud's discretion.

Please contact PayBud's Designated Agent at the following address:

PayBud LLC
Attn: DMCA Designated Agent
216 Lemmon Dr #218
Reno, NV 89506

Section 14 - Trademarks

"PayBud," the PayBud logo and any other PayBud Product or service names, logos or slogans appearing on the Site, the App or Products are trademarks of PayBud and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "PayBud" or any other name, trademark or Product or service name of PayBud without our prior written permission. In addition, the look and feel of the Site, the App and Products, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of PayBud and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, Product names, Service names and company names or logos mentioned on the Site, the App or Products are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any Products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply an explicit endorsement, sponsorship or recommendation by PayBud.

Section 15 - Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. The Children's Online Privacy Protection Act ("COPPA") requires online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13. If you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe a child under 13 may have provided us personal information, please contact us at membership@paybud.com immediately.

Section 16 - Errors, Inaccuracies, and Omissions

Occasionally there may be information on the Site and/or the App or in the Service containing typographical errors, inaccuracies or omissions relating to product descriptions, pricing, promotions, offers, shipping and handling 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 Service 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 in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate all information in the Service or on any related website has been modified or updated.

Section 17 - PayBud Promotions and Samples

PayBud may offer, or partner with third parties to offer product sample(s), promotion(s) or discount(s) on products and/or services ("Samples") via the Site and/or the App. To be eligible for a Sample, you may be required to sign up for a specific Membership program and/or provide PayBud with certain personal information. You may not attempt to secure more than one of any given Sample and only one Sample shall be provided per individual and/or entity as determined by PayBud in its sole discretion. We reserve the right to suspend, terminate, or modify your Membership if you attempt to obtain Samples in violation of these Terms. From time to time the offer of Samples may be tied to a Free Trial Period. For terms and conditions of Free Trial Periods, please refer to Section 5 for more information regarding Free Trials.

Section 18 - Disclaimer – No Professional Advice

Any information provided by us to you, including but not limited to the digital content contained on the Site and/or the App, any advice, recommendations, products, physical circulars or otherwise (e.g. product descriptions, promotional videos, blog posts, or instructions) is for informational purposes only. You should not take any action based upon any information contained on the Site and/or the App. Use of the Site and/or the App is not meant to serve as a substitute for professional advice. You should read and strictly follow all product labels, packaging inserts and instructions and all manufacturer directions and warnings and seek independent professional advice when appropriate.

Section 19 - Taxes

Your total price at checkout will include the price of the product plus any applicable sales tax; such state and local sales tax is based on the shipping address and the sales tax rate in effect at the time you purchase the product. We will charge tax only in states where the goods sold over the Internet are taxable.

Important Kentucky sales tax information regarding the tax you may owe directly to the state of Kentucky. We are not required to and do not collect Kentucky sales or use tax. Your purchase may be subject to Kentucky use tax unless the purchase is exempt from taxation in Kentucky. The purchase is not exempt merely because it is made over the Internet, by catalog, or by other remote means. The Commonwealth of Kentucky requires Kentucky purchasers to report all purchases of tangible personal property or digital property not taxed by the retailer and pay use tax on those purchases unless exempt under Kentucky law. The tax may be reported and paid on the Kentucky individual income tax return or by filing a consumer use tax return with the Kentucky Department of Revenue. These forms and corresponding instructions may be found on the Kentucky Department of Revenue's Internet Web site.

Section 20 - Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content; (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 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, including but not limited to, the use of vulgar or offensive user/screen names and/or images on your PayBud account profile, (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 Service 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, (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet, or (l) in a manner inconsistent with, or in violation of, these Terms. We reserve the right to take whatever action we deem necessary including terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 21 - Disclaimer of Warranties; Limitation of Liability

PayBud attempts to display information on this site and in connection with the Services as accurately as possible. However, PayBud does guarantee to not make any representations or warranties concerning any content contained in or accessed on the Site and the App or through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from PayBud or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ANY WARRANTIES ARISING FROM TRADE USAGE OR CUSTOM OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EXCEPT IN CASES OF WILLFUL MISCONDUCT AND RECKLESS CONDUCT ON THE PART OF PAYBUD, TO THE FULLEST EXTENT

ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PAYBUD BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR PRODUCTS, OR OTHERWISE RELATED TO THESE TERMS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM THRIVE MARKET, OR FROM EVENTS BEYOND THE PAYBUD'S REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PAYBUD'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF PAYBUD ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR PRODUCTS EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS OR EXCEED THE GREATER OF \$100 OR THE AMOUNTS PAID BY YOU TO PAYBUD IN CONNECTION WITH THE SERVICES IN THE PRECEDING TWELVE (12) MONTH PERIOD. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE PAYBUD'S SOLE LIABILITY AND OBLIGATION, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND

PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE PAYBUD FROM AND AGAINST, AND COVENANT NOT TO SUE, FOR ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE SERVICES AND THE PRODUCTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

THE LIMITATIONS SET FORTH IN THIS SECTION 21 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY AND PROXIMATELY CAUSED BY PRODUCTS YOU PURCHASE FROM US, OR FOR OUR FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

Section 22 - Indemnification

You agree to indemnify and hold PayBud, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to; (a) your illegal use of the Services (including any actions taken by a third party using your account), (b) your violation of these Terms of Service, (c) your posting of any defamatory or infringing content on the Site and/or the App, and (d) your violation of any third party rights in connection with your use of the Service, the Site and/or the App. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Section 23 - Assignment

You may not assign, delegate or transfer these Terms of Service or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without PayBud's prior written consent. We may transfer, assign, or delegate these Terms of Service, and our Privacy Policy, along with our rights and obligations herein, and thereto without consent.

Section 24 - Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

Account termination may result in destruction of any content associated with your account, so keep that in mind before you decide to terminate your use of the Services.

If in our sole judgment you fail, or we suspect you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 25 – Dispute resolution and Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH PAYBUD AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

BINDING ARBITRATION:

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) arising out of or related to a violation of Section 1 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and PayBud agree to (a) waive your and PayBud’s respective rights to have any and all Disputes arising from or related to these Terms, or the Site, and the App, Content or Products, resolved in a court, and (b) to waive your and PayBud’s respective rights to a jury trial. Instead, you and PayBud agree to arbitrate Disputes through binding arbitration. Arbitration is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.

No Class Arbitrations, Class Actions or Representative Actions: You and PayBud agree any Dispute arising out of or related to these Terms, the Site, the App, Content, the Service or products sold on the Site and/or the App is personal to you and PayBud and such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action

or any other type of representative proceeding. You and PayBud agree there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and PayBud agree a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice - Informal Dispute Resolution

You and PayBud agree each party will notify the other party in writing of any warranted arbitration or small claims Dispute within thirty (30) days of the date it arises, so the parties can attempt in good faith to resolve the Dispute informally. Notice to PayBud shall be sent by certified mail or courier to PayBud LLC., Attn: General Counsel, 216 Lemmon Drive #218, Reno, NV 89506. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your PayBud membership and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief you are seeking. Our notice to you will be sent electronically and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If you and PayBud cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or PayBud may, as appropriate and in accordance with this Section 25, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in court.

EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION 1 OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND PAYBUD AGREE ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR PAYBUD WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND PAYBUD WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE).

You and PayBud agree any arbitration will be conducted confidentially in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Washoe County, Nevada.

As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy otherwise available in court; provided, however, the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

If any term, clause or provision of this Section 25 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 25 will remain valid and enforceable. Further, the waivers set forth in Section 25 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 25 by writing to: PayBud LLC., Attn: General Counsel, 216 Lemmon Drive #218, Reno, NV 89506. In order to be effective, the opt out notice must include your full name, phone number and email address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 26.

Section 26 - Choice of Law and Venue

These Terms of Service and your relationship with PayBud are governed by and will be construed under the laws of the State of Nevada, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to

the subject matter of these Terms or to your relationship with PayBud shall be finally settled in Washoe County, Nevada, in English. Any Dispute between the parties not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of Nevada and the United States, respectively, sitting in the State of Nevada, County of Washoe. You and PayBud agree these Terms affect interstate commerce and the enforceability of this Section 26 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

Section 27 - Petitions

By signing any one of our petitions, you agree to receive email from PayBud and its nonprofit partner(s): PayBud Cares. Throughout the site, the terms “we”, “us” “PayBud” and “our” refer to PayBud, LLC. You agree your email address and any other information provided by you or collected by us may be used by us in accordance with our and/or our Partners’ Privacy Policies and may be shared with our and/or our Partners’ affiliated business entities. In addition, entrants will automatically be enrolled to receive emails from us and our assignees and, to the extent any such entrant opts-in to receive such emails, may be enrolled to receive emails from our Partners. Any information provided may be used by us in accordance with our and by our Partners in accordance with their Privacy Policy(s). All information submitted to us as part of an entry becomes our property and will not be acknowledged or returned.

Section 28 – App Platforms

You acknowledge and agree the availability of the App is dependent on the third party app platform from which you received the App, e.g., the Apple App Store® or Google Play® (“**App Platform**”). You acknowledge this Agreement is between you and PayBud and not with the App Platform. PayBud, not the App Platform, is solely responsible for the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the App Platform in connection with the App. Each App Platform may have its own terms and conditions to which you must agree before downloading the App from it. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms and conditions of use/service, and other policies of the applicable App Platform. You acknowledge the App Platform (and its subsidiaries) is a third party

beneficiary of this Agreement and will have the right to enforce this Agreement.

If you access or download the App from the Apple App Store, the following additional terms and conditions apply. The following additional terms apply to any Mobile App accessed through or downloaded from the iTunes Store® or the App Store (“App Store Sourced Mobile App”):

You acknowledge and agree; (a) this Agreement is concluded between you and PayBud only, and not Apple, and (b) PayBud, not Apple, is solely responsible for the App Store Sourced Mobile App and content thereof. The license granted to you in the Agreement to use the App Store Sourced Mobile App and Service is a non-transferable right to use the App Store Sourced Mobile App on any Apple Device you own or control, and only as permitted by the Usage Rules set forth in the App Store Terms of Service.

You acknowledge Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Mobile App.

In the event of any failure of the App Store Sourced Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Mobile App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Mobile App. As between PayBud and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of PayBud.

You and PayBud acknowledge, as between PayBud and Apple, Apple is not responsible for addressing any claims you have or any claims of any third-party relating to the App Store Sourced Mobile App or your possession and use of the App Store Sourced Mobile App, including, but not limited to; (a) product liability claims, (b) any claim the App Store Sourced Mobile App fails to conform to any applicable legal or regulatory requirement and (c) claims arising under consumer protection or similar legislation.

You and PayBud acknowledge, in the event of any third-party claim the App Store Sourced Mobile App or your possession and use of that App Store Sourced Mobile App infringes that third-party’s intellectual property rights, as between PayBud and Apple, PayBud, not Apple, will be solely responsible for

the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You and PayBud acknowledge and agree Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Mobile App and upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Mobile App against you as a third-party beneficiary thereof.

You represent and warrant; (a) you are not located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Mobile App.

Section 29 - Remedy of Default

If either party (the "Defaulting Party") breaches any provision of this Agreement, which causes damage to the other Party (the "Non-defaulting Party"), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract. If the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fourteen (14) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement and pursue all remedies in equity and law.

Section 30 - Miscellaneous

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. Should a court of competent jurisdiction deem any of the provisions in these Terms & Conditions to be unenforceable in any respect, it is the intention of the Parties to modify, amend and limit said provision to the extent necessary to render the same valid and enforceable.

You and PayBud agree these Terms of Service are the complete and represent an exclusive statement of the mutual understanding between you

and us, and it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Service, and all modifications to these Terms of Service must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind PayBud in any respect whatsoever. You and PayBud agree there are no third party beneficiaries intended under these Terms.

Section 31 - Contact Information

Questions about the Terms of Service should be sent to us at:

PayBud LLC

216 Lemmon Drive #218

Reno, NV 89506