

Terms of Use

Last updated June 28, 2024

Introduction

These Terms of Use (the "Agreement") are a contract between you and Kaboo Financials, Inc. ("Kaboo") and govern your access to and use of the Kaboo mobile application (the "Kaboo Mobile App"), the Kaboo browser extension, the Kaboo website located at www.JoinKaboo.com and all other Kaboo-branded websites (each, a "Website"), and other software applications and online services provided by Kaboo (collectively, the "Service").

You may not use the Service to do or share anything that is contrary to these Terms. For clarity, these Terms include, and incorporate by reference, the following policies:

Community Guideline

Our Enforcement practices, explain how we put our policies into practice, including restrictions we may impose on your content on or use of Kaboo.

Accepting the Terms

By using any portion of the Service, you agree to comply with and be bound by this Agreement. This Agreement applies to you regardless of whether you are a "Member" (which means you have created an account with Kaboo) or are a "Visitor" (which means that you are using the Service but have not created an account with Kaboo). The term "you" or "User" refers to a Visitor or a Member. The terms "we" or "our" or "us" refer to Kaboo. You must be an individual and at least 18 years old, or the age of majority in your state, province, or country of residence, to use the Service. You may not use the Service or accept this Agreement if you are not of legal age and able and competent to form a binding contract with Kaboo. If you use the Service, you represent that you have the capacity to be bound by this Agreement. The Service is for personal, non-commercial use. You agree that you are not using the Service for or on behalf of any third-party, or for any commercial purpose.

THIS AGREEMENT CONTAINS (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION LAWSUIT AGAINST US; AND (3) A RELEASE BY YOU OF CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICE, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. BY USING THE SERVICE, YOU AGREE TO THESE PROVISIONS.

Amendments to this Agreement

Kaboo may amend this Agreement or other policies that govern the Service from time to time. Any changes to the Agreement will be posted to <https://www.joinKaboo.com/terms>, and the posted Agreement will indicate the date the Agreement was last revised. If you do not agree to the changes, you must uninstall any applicable Kaboo software and stop using the Service. By continuing to use the Service after any changes to this Agreement are posted on the Website, you agree to be bound by those changes.

Privacy and Your Personal Information

The Service is subject to Kaboo's privacy and data protection practices (our "Kaboo International Privacy Statement"). Please read the Kaboo International Privacy Statement found at <https://www.joinKaboo.com/privacy>. Our Kaboo International Privacy Statement explains how Kaboo collects, uses, and shares your information when you visit our Website, use the Kaboo Mobile App, or otherwise access the Service. By using the Service, you consent to Kaboo's collection, use, and sharing of your information as set forth in our Kaboo International Privacy Statement.

Description of the Service

The Service includes a suite of tools that allows Users to search for alternative products, similar products, and exclusive offers, learn pricing and product information, look for savings when shopping online, share products with other people, look at what other people have posted, comment, follow other people, and share profiles. Kaboo offers a variety of ways to access aspects of our Service, including the Website, browser extension, and, in some countries, the Kaboo Mobile App. Not all aspects of our Service will be available through all channels or in all locations. For example, some aspects of our Service may only be available through the Kaboo browser extension, or for users in certain countries.

In addition, you must become a Member to access some portions of our Service, including the Kaboo bookmark feature. To provide the Service, we need to be able to identify you and your interests, and we use your personal data to do this. For more information, please read our Privacy Policy. Some of the things we show you are promoted by advertisers. As part of the Service, we try to ensure that even promoted content is relevant and interesting to you. You can identify promoted content because it will be clearly labeled.

Kaboo does not charge fees to you for its Service. We try to locate the best publicly available products and negotiate exclusive offers that may be better than other publicly available deals. We make money to sustain the Service when you purchase or engage with these offers. While we try and find you the best available products and discounts, and to identify low prices, we may not always find you the best deal. Kaboo is not responsible for any missed savings or reward opportunities.

While we attempt to provide accurate descriptions for the products, offers, coupons, discount codes, sales and other information shown within or through the Service, much of the information we display (including many products and offer descriptions) is provided by third parties that we do not control. We do not warrant that the product descriptions, third-party offers or discount codes, or related merchant information or terms shown through the Service (including the browser extension, Website, Kaboo Mobile App or emailed offers) are accurate, complete, reliable, current, or error-free. The inclusion of any products within the Website or Kaboo Mobile App at a particular time does not imply or warrant that these products will be available at any other time.

Offers, coupons, and discount codes are provided subject to availability. Exclusions, restrictions, and terms and conditions (including third-party merchant exclusions, restrictions, and terms and conditions) may apply. Deals change often, and due to this, your application of offers, coupons, and discount codes at checkout may or may not result in savings for your order.

Merchant Websites and Purchases

The Service allows you to view information about products listed for sale by third-party merchants online, find offers on those products and track pricing information. Kaboo may provide product information and savings opportunities through our browser extension when you are on a third-party merchant's website. You may also reach a third-party merchant website through a link from the Website or emailed offer, or a merchant website may be displayed to you through the Kaboo Mobile App. However, in all cases, any merchant product will be purchased directly from the merchant and through the merchant's website. You are not buying the product from or through Kaboo. Kaboo is not a re-seller or distributor of any products of third-party merchants.

Merchant Returns

If you are unhappy with your merchant product purchase, if you wish to return your merchant product, if you ordered a merchant product and it has not arrived, or if you have another customer service inquiry regarding your purchased merchant product, you will need to contact the third-party merchant from whom you purchased the product. Kaboo is not involved in your merchant product purchase and is not able to assist with any customer service inquiries or returns related to that purchase. To assist you with customer service concerns, Kaboo may, for some merchants, include the merchant's contact information within the Kaboo Mobile App.

Kaboo Offers and Third-Party Links

Kaboo may display to you Kaboo offers and other personalized and non-personalized pricing and product information regarding goods and services offered by third-party merchants. These offers and product information may be provided in several ways, including as links to third-party websites

or as coupons or discount codes you can apply to your purchase of products offered by third-party merchants.

Additionally, Kaboo may display certain product-specific offers. Not all Kaboo Offers will be available on all devices, web browsers, or through all channels. For example, we may display a specific Kaboo Offer to you on your mobile phone, but that same offer may not be available to you via your desktop computer or other device. Similarly, we may display a specific Kaboo Offer to you while you are using a particular web browser, but that same Kaboo Offer may not be available to you via a different web browser or through a different channel, such as the Kaboo Mobile App. If shown a Kaboo Offer, you must follow the instructions displayed to you on that device and channel (and if, applicable, in the same web browser in which the Kaboo Offer was displayed to you in) in order to take advantage of the offer.

To improve our services, Kaboo may track how you use the services we provide, including whether you click on Kaboo links to third-party websites, your actions on those third-party merchant websites, and whether you click on the alternative products displayed by Kaboo.

Kaboo Is Not Responsible for Third Parties

All products you purchase from a third-party merchant, including those linked from the Website or Kaboo emailed offer, or displayed through the Kaboo Mobile App or through the Kaboo browser extension, are: (a) priced by the applicable third-party merchant (including whether such prices include applicable local, provincial, state, or federal taxes, and any additional fees, such as shipping and handling); and (b) fulfilled, shipped, and otherwise serviced (including but not limited to the processing of returns, refunds, and cancellations) by the applicable third-party merchant and not by Kaboo. Kaboo is not responsible for any third-party merchant products or any information contained on the third-party merchant's website (including if the third-party merchant's website is displayed through the Kaboo Mobile App).

You agree that your purchase from a third-party merchant is subject to such merchant's own terms and conditions applicable to such purchase. You agree that Kaboo is in no way responsible or liable to you for any products you purchase through or using the Service, including for any product liability claim, improper charges, delivery failures, pricing errors, or inaccurate product descriptions. You acknowledge and agree that Kaboo is not liable or otherwise responsible for any breaches of credit card or debit card security or privacy by any third-party merchants.

Kaboo does not endorse, warrant, or guarantee the products or services that are displayed through the Service, including through Kaboo Offers and other advertised links to third-party websites. Kaboo is not an agent, distributor, reseller, broker, or otherwise responsible for third-party merchants or the

activities or policies of those merchant websites, or the products or services available on them. Kaboo does not promise or guarantee that the product details, prices, coupon availability or other service terms, rates, or rewards offered by any particular advertiser or other third party via our Service are the best prices, best terms, or lowest rates available in the market.

When you access third-party websites through our Service, you accept that there are risks in doing so and that Kaboo is not responsible for such risks. We encourage you to be aware when you are on a third-party merchant website and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

Kaboo has no control over and assumes no responsibility for, the content, accuracy, privacy policies, practices, or opinions expressed in any third-party websites or by any third party that you interact with through the Service. In addition, Kaboo 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. If you have a dispute with any third party (including a merchant from whom you purchase a product in connection with the Service), you agree that Kaboo is under no obligation to become involved. To the maximum extent permitted by applicable law, you release Kaboo Financials, Inc. our affiliates, and each of their respective 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 any dispute you have with a third party in connection with the Service.

Your User Content

a. Posting User Content

Kaboo allows you to post content, including photos, videos, comments, links, and other materials. For the purpose of these Terms, anything that you post or otherwise make available on Kaboo is referred to as "User Content." You retain all rights in and are solely responsible for, the User Content you post to Kaboo. All User Content must comply with these Terms and our policies, including our Community Guidelines.

You will only post User Content that you have the rights to post, and you won't post User Content that infringes the intellectual property rights of others (e.g., copyright infringement, trademark infringement, or counterfeit), or that is otherwise unlawful unless an exception or limitation applies under applicable law. We can take action against User Content that violates these Terms or our policies or where we are permitted or required by law, such as by removing, restricting, or limiting access to, or distribution of, the content. We can also suspend or terminate accounts of users who

repeatedly or seriously infringe third party intellectual property rights, violate the law, these Terms, or our policies, or where permitted or required to do so by law. We are a neutral intermediary and we do not review all User Content before or after it is published on the Service, so we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other Kaboo user. For more information about how we enforce our policies or otherwise take action on content on Kaboo, see our Enforcement page. Where appropriate, you may appeal the decisions you think were made in error. You may have a right under local law to bring a claim for breach of contract if you believe we have breached these Terms by removing, restricting, or limiting access to, or distribution of, your User Content, or suspending or terminating your account. Kaboo cannot provide you with legal advice.

More simply put

If you post your Content on Kaboo, it still belongs to you. In using Kaboo, you agree to only post User Content that follows these Terms and our policies, is lawful, and doesn't violate anyone else's rights. If you post User Content that is infringing, illegal or violates our Terms or policies, we can take action against the User Content and, where appropriate, your account. Where appropriate, you can appeal those actions.

b. How we and other users can use your User Content

By providing any User Content on the Service, you grant us and our affiliates and service providers, and our users, a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, publicly perform, or display, reproduce, save, modify, create derivative works, monetize, download, translate and distribute your User Content, including for the purpose of promoting and redistributing part or all of the Kaboo Service. Nothing in these Terms: (i) entitles you to any payments or the right to share in any revenue from any monetization of User Content; or (ii) restricts other legal rights we may have to User Content, for example under other licenses. We reserve the right to remove, limit the distribution of, or modify User Content, or change the way it's used in Kaboo. This not only includes User Content that we believe violates these Terms, but also our Community Guidelines, our Copyright Policy, our Trademark Policy, or any of our other policies, or other circumstances where we feel such action is in the best interest of Kaboo or our Users.

Content recommendations on Kaboo are made based on a combination of factors. Your recommendations are mainly influenced by how you engage with our Service, the topics we think you're interested in and how interested you are in them, and what other users who share similar characteristics and interests like. The relative importance of these criteria is influenced by how you engage with our Service, including how often you engage, your saves, and your hides.

More simply put

If you post your User Content on Kaboo, we can show it to people, and others can use it and save it. Kaboo shows content to users based on a combination of factors, focusing on what we think you will find interesting. When content violates these Terms, we can take action on that content.

c. How long do we keep your User Content

Following termination or deactivation of your account, or User Content removal from Kaboo, we may keep your User Content for a reasonable period of time for backup, archival, or audit purposes. We and our users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User Content that you or other users have stored or shared on Kaboo.

More simply put

If you choose to post User Content, you give us permission to use it to provide and improve Kaboo. Copies of User Content shared with others may remain even if the User Content or your account have been deleted.

d. Feedback you provide

We value hearing from our users and are always interested in learning about ways we can make Kaboo more awesome. If you choose to submit comments, ideas, or feedback, you agree that we have no obligation to keep your feedback confidential or to compensate you for the feedback. Do not submit any feedback that is confidential or owned by any third party. By accepting your submission, we don't waive any rights to use similar or related feedback previously known to us, or developed by our employees, or obtained from sources other than you.

e. Our reporting channels

Kaboo offers reporting channels that you may use to tell us about content on Kaboo that you think violates these Terms, our policies, or local law. We will review your report and take any appropriate action in a timely fashion. In using these channels, you agree to submit reports in good faith and not misuse any reporting or appeals channel by making baseless reports or appeals. Visit our Help Center to learn more about how to report content on Kaboo.

Kaboo Mobile App

The Kaboo Mobile App is only available for users in certain countries and may not currently be available in your country or location.

The Kaboo Mobile App works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Your use of the Kaboo Mobile App may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple®, Google® or Microsoft®), your mobile device manufacturer (e.g., Apple®, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service (which we individually refer to as a "Covered Third Party" and which we collectively refer to as "Covered Third Parties"). You agree to comply with all applicable third-party terms of service when using the Kaboo Mobile App. We are not a party to those agreements and we have no responsibility for the products and services provided by third parties. You acknowledge and agree that this agreement is between you and Kaboo, not with any Covered Third Party. You acknowledge and agree that we (and not any Covered Third Party) are solely responsible for the Kaboo Mobile App and for providing any maintenance or support services for the Kaboo Mobile App.

Covered Third Parties have no warranty obligations whatsoever with respect to the Kaboo Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Kaboo Mobile App to conform to any warranty provided by us (if any), will be our sole responsibility.

We, not any Covered Third Parties, are responsible for addressing any claims relating to the Kaboo Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Kaboo Mobile App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) intellectual property claims.

If you are using the Kaboo Mobile App on an Apple® or Google® device, you acknowledge and agree that Apple® or Google® (as applicable), and their subsidiaries (as applicable), are third party beneficiaries of this Agreement, and that they will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third-party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Kaboo Mobile App.

To the extent the other terms and conditions of the rest of this Agreement conflict with the terms and conditions of this section, the terms and conditions in this section apply, but solely with respect to your use of the Kaboo Mobile App downloaded from the Apple App Store or Google Play Store.

Account Information from Third Party Sites

When you establish an account with Kaboo, we may allow you to register your account, log-in, or otherwise link your Kaboo account with an account you maintain with a third-party, such as Facebook® or Google® ("Linked Account"). You represent that any Linked Account belongs to you

and you are permitted to link it to your Kaboo account. Kaboo does not control the policies and practices of any third-party site or service, including any Linked Account you connect to the Service and Kaboo is not responsible for any actions or omissions of providers of a Linked Account, including related to accuracy, legality or non-infringement. Kaboo is not responsible for the products and services offered by or through your Linked Account. If permitted by your Linked Account, Kaboo may import information from your Linked Accounts to help better offer the Service to you.

Referral Program

Kaboo may, from time to time, may ask you to take actions to promote the Service in exchange for continued access to the Services, including by referring a friend to the Service ("Referral Program"). To be eligible to continue access to the Services through the Referral Program (i) you must refer a new user to the Service by providing your personalized link, (ii) the new user must use your link to create a user account and become a Member.

Your Log-In and Account Information

You agree and understand that you are responsible for maintaining the confidentiality of your Log-in ID, email address, password and any other personal identifying information or other codes used to access your Kaboo account or the Service ("Log-In Information"). If you become aware of any unauthorized use of your Log-In Information, you agree to notify Kaboo immediately.

Accurate records enable Kaboo to provide the Service to you. You agree to keep your email address, your other contact information and any payment information in your Kaboo account profile accurate and up-to-date. If you do not do this, the accuracy and effectiveness of the Service to you will be affected and you may not receive account notices that we deliver to you. If you fail to keep your contact information updated, you will still be deemed to have received any notices we deliver to the email address you last provided.

Electronic Notices

By providing us with your email address, you agree to receive all account related notices electronically, to that e-mail address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard modern, commercially available internet browser. We may also use your email address to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile and /or click "Unsubscribe" in any e-mail communications we send you.

Electronic Notifications

Kaboo may provide you with electronic notifications by email, push notification or other electronic means. Some electronic notifications are mandatory, including security-related notifications, such as when you update your log-in information or password.

Other types of notifications are voluntary and may be modified through the Service. They may be customized, deactivated or reactivated by you. These notifications allow you to choose alert messages for your account. Kaboo may add new notifications from time to time, or cease to provide certain notifications at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your notifications service. You may also be able to modify how you receive push notifications via the Kaboo Mobile App through your mobile device by changing your mobile device settings.

Electronic notifications will be sent to the email address you have provided as your primary email address for the Service.

Because notifications are not encrypted, we will never include your password. However, notifications may include your Kaboo login information and some information about your accounts. Anyone with access to your email will be able to view the content of these notifications. While you may disable certain voluntary notifications, we will still send you Service-related notices as needed to allow us to provide you the Service.

Kaboo's Intellectual Property Rights

The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under copyright, trademark and other laws. The contents of the Service belong or are licensed to Kaboo or its software or content suppliers. Kaboo grants you the right to view and use the Service subject to this Agreement. Any distribution, reprint or electronic reproduction of any content from the Service, other than as expressly permitted in this Agreement or with our prior written consent, is prohibited. If you would like to request such permission, shoot us an email at admin@joinKaboo.com.

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use our Service for lawful, internal, and non-commercial purposes. Subject to your compliance with this Agreement, Kaboo hereby grants to you, a personal, worldwide, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to (i) use the software and content provided to you as part of the Service (for personal, non-commercial purposes; and (ii) download a single copy of our software for such use.

You agree that Kaboo may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials (although any use of your personal information will be subject to our Kaboo International Privacy Statement).

Technology Disclaimer

Your access and use of the Service may be interrupted from time to time due to third-party failures outside of our control (such as unavailability of general Internet infrastructure). Access and use may also be interrupted for periodic updating, maintenance or repair of the Service by Kaboo. While we will make reasonable efforts to make the Service available to you, we do not promise that it will be available at all times.

You are responsible for providing the mobile device, wireless service plan, software, Internet connections, and/or other equipment or services that you need to download, install, and use the Kaboo Mobile App. We do not guarantee that the Kaboo Mobile App can be accessed and used on any particular mobile device or with any particular service plan. We do not guarantee that the Kaboo Mobile App will be available in, or that orders for products can be placed from, any particular geographic location.

Kaboo cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Kaboo cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

To the extent permitted by applicable law, the Service and all content on Kaboo is provided on an "as is" basis without warranty of any kind, whether express or implied.

Kaboo specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

Kaboo takes no responsibility and assumes no liability for any User Content that you or any other person or third party posts or sends using the Service. You understand and agree that you may be exposed to User Content that's inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

We do not warrant that Kaboo or any portion of the Service, or any materials or content offered through Pinterest, are accurate, complete, or current, or will be uninterrupted, secure, or free of errors, viruses, or other harmful components.

We may make changes to Pinterest for various reasons. We will have no liability for any change to Kaboo or any suspension or termination of your access to, or use of Kaboo.

The limitations, exclusions, and disclaimers in this section apply to the fullest extent permitted by applicable law.

Rules for Posting Content

As part of the Service, Kaboo may allow Users to post content on various publicly available locations in the Service ("User Content"). You agree in posting User Content to follow the following rules:

- You are responsible for all User Content you submit to the Service.
- By submitting User Content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the User Content in connection with the Service and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access and use your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.
- You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- You may not interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

Prohibited Activities

You represent, warrant, and agree that you will not contribute any content or otherwise use the Service or interact with the Service in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including Kaboo);
2. Violates any law or regulation or this Agreement;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

4. Jeopardizes the security of your Kaboo account or anyone else's (such as allowing someone else to log in to the Service as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other User;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Service, or any processes that run or are activated while you are not logged into the Service, or that otherwise interfere with the proper working of the Service (including by placing an unreasonable load on the Service's infrastructure) or that would bypass the navigational structure or presentation of the Service;
8. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Service or Content (through use of manual or automated means);
9. Copies or stores any significant portion of the Content;
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Service; or
11. Circumvents, removes, alters, deactivates, degrades or thwarts any protective or security measure, or any content protections, which Kaboo has implemented as part of the Service.

If you violate or infringe any of the rules above, we may immediately suspend or terminate your right to use or access the Service.

Disclaimer of Representations and Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. Kaboo MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

Kaboo MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SERVICE OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Kaboo MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. YOU ARE RESPONSIBLE FOR ENSURING THE ACCURACY OF ANY USER CONTENT

THAT YOU PROVIDE, AND WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR THE ACCURACY OF SUCH CONTENT.

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Service; (b) any conduct or content of any third party on the Service, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; or (c) unauthorized access, use or alteration of your transmissions or content.

In no event shall our aggregate liability for all claims relating to the Service exceed one hundred U.S. dollars (U.S. \$100.00). The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

If we cause damage to you and you're a consumer in the EEA or UK, the above doesn't apply. Instead, Kaboo's liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of contract. Kaboo isn't liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won't apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence or willful misconduct, or to exclude our responsibility for something we have specifically promised to you.

Notification Disclaimer

You understand and agree that any notifications provided to you through the Service may be delayed or prevented by a variety of factors. Kaboo does its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification. You also agree that Kaboo shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification; for any errors in the content of a notification; or for any actions taken or not taken by you or any third-party in reliance on a notification.

Limitations on Kaboo's Liability

Kaboo SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE

DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SERVICE, YOUR USE OF THE SERVICE OR THIS AGREEMENT, OR FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED ON OR THROUGH THE SERVICE, EVEN IF Kaboo HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Kaboo'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF Kaboo SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. THEREFORE, THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THIS AGREEMENT AFFECTS STATUTORY RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Your Indemnification of Kaboo

You shall defend, indemnify and hold harmless Kaboo and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees and other legal expenses, in whole or in part arising out of or attributable to your use of the Service (including any purchases you make within the Kaboo Mobile App) or any breach of this Agreement by you or your violation of any law or the rights of a third-party when using the Service.

Ending your Relationship with Kaboo (and vice versa)

This Agreement will continue to apply until terminated by either you or Kaboo as set out below.

If you want to terminate this Agreement, you may do so immediately at any time by closing your account for the Service. Please use the directions below to cancel your account, only if you have created a Membership. Otherwise just uninstall Kaboo and stop visiting our Website and using the Service.

Email admin@joinKaboo.com to cancel your account. Upon doing so:

- your account will be closed and your ability to log in will be deactivated; and
- any data in our records will be retained subject to our privacy statement.

Kaboo may immediately, at any time, terminate this Agreement (and therefore your right to access and use the Service) by notifying you (if safe to do so) to the e-mail address provided by you as part of your Registration Information.

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

Arbitration. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD-PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICE, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF CALIFORNIA. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

If you wish to begin an arbitration proceeding, you must send an email requesting arbitration and describing your claim to admin@joinkaboo.com

As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. BY AGREEING TO THIS ARBITRATION CLAUSE & CLASS ACTION WAIVER, YOU AND Kaboo ARE GIVING UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM THAT EACH SIDE MAY HAVE AGAINST THE OTHER INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of,

related to or connected with the use of the Service or this Agreement must be filed within one (1) year after such claim of action arose or be forever banned.

If you do not want to arbitrate disputes with Kaboo and you are an individual, you may opt out of this ARBITRATION CLAUSE & CLASS ACTION WAIVER by sending an email to admin@joinKaboo.com within thirty (30) days of the first date you access or use the Service. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

Governing Law and Forum for Disputes

This Agreement, and your relationship with Kaboo under this Agreement, shall be governed by the laws of the State of Delaware in the United States of America without regard to its conflict or choice of laws provisions. Any dispute with Kaboo, or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively as specified in the ARBITRATION CLAUSE & CLASS ACTION WAIVER clause above, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Kaboo may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, Kaboo is able to offer the Service at the terms designated, with little or no charge to you, and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with Kaboo, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Copyright Disputes and User Content

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Kaboo, being asked to remove user generated material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable User Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, visit [here](#). To learn more about the DMCA, visit [here](#).

Assignment

Kaboo may assign, without recourse, any or all of its rights or obligations under this Agreement, including all or a portion of this Agreement.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if Kaboo does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Kaboo has the benefit of under any applicable law), this will not be taken to be a formal waiver of Kaboo's rights and that those rights or remedies will still be available to Kaboo.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

The term "including" in this Agreement means "including but not limited to."

Contact Us

Kaboo welcomes comments, questions, concerns, or suggestions. Please send us feedback by emailing us at admin@joinKaboo.com.

Supplemental Terms for Users Accessing or Using Our Service in Canada, Australia, New Zealand, India, Mexico, and Brazil

Canada

If you are accessing or using our Service in Canada, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in Canada:

- Application of the Canadian Provincial Consumer Laws. Nothing in this Agreement will, or is intended to, disclaim, exclude, prevent or limit the application of Canadian provincial consumer laws, including any applicable statutory consumer guarantees and rights, contained in Canadian provincial law. Any disclaimer of representations or warranties, release or limitation of our liability to you shall only apply to, and be enforceable under, this Agreement to the extent permitted by law.

- Governing Law for Consumers Residing in Quebec. If you reside in Quebec, the Agreement will be governed by the laws of the Province of Quebec, without giving effect to any principles of conflicts of laws.
- Commercial Electronic Messages: We will obtain your consent where required by law to send you Electronic Notifications, Push Messages or emails about our own and third-parties' goods and services that may be of interest to you.
- Jurisdiction. Except as otherwise agreed by the parties, you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario, and if you reside in Quebec, to the courts of Quebec, for the purpose of any suit, action or other proceeding arising out of this Agreement.

Australia

If you are accessing or using our Service in Australia, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in Australia:

- Application of the Australian Consumer Law. Nothing in this Agreement will, or is intended to, disclaim, exclude, prevent or limit the application of the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth), including any applicable statutory consumer guarantees, contained in the Australian Consumer Law. Any disclaimer of representations or warranties, release or limitation of our liability to you shall only apply to, and be enforceable under, this Agreement to the extent permitted by law, including the Australian Consumer Law, if applicable.
- Indemnity. You will not be obliged to indemnify Kaboo under the section titled 'Your Indemnification of Kaboo' to the extent that any claims and expenses arise from the negligence or willful misconduct of Kaboo, its officers, directors, shareholders and employees.
- Modification. Where Kaboo modifies this Agreement, we will provide you with reasonable notice, where practicable, of such modification.
- Marketing and communications. Subject to your right to unsubscribe under 'Your Registration Information', you consent to receiving, and our use and disclosure of your personal information in order to send you, sponsored links from advertisers, third-party offers, Kaboo Offers, personalized links or other electronic notifications, which may be of interest to you.
- Collection notice and consent. You acknowledge and agree that our Kaboo International Privacy Statement explains how, and the purposes for which we will collect, use, disclose and handle your personal information; how to access and seek correction of your personal information; how you can lodge a complaint regarding the handling of your personal information; and how we will handle any such complaint. If you do not provide us with relevant personal information, we may not be able to provide you with access to parts of the Service. You acknowledge that your personal information may be disclosed to our related entities and to third parties that help us deliver our Service (subject to and in accordance

with our Kaboo International Privacy Statement), including parties located outside of Australia, such as in the United States and the European Union.

- Jurisdiction. You submit to the exclusive jurisdiction of the Courts of Australia in relation to this agreement.

New Zealand

If you are accessing or using our Service in New Zealand, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in New Zealand:

- Application of New Zealand consumer laws. Nothing in this Agreement will, or is intended to, disclaim, exclude, prevent or limit the application of mandatory provisions of New Zealand consumer law, such as the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. Any disclaimer of representations or warranties, release or limitation of our liability to you shall only apply to, and be enforceable under, this Agreement to the extent permitted by law.
- Indemnity. You will not be obliged to indemnify Kaboo under the section titled 'Your Indemnification of Kaboo' to the extent that any claims and expenses arise from the negligence or other unlawful act or omission of Kaboo, its officers, directors, shareholders and employees.
- Modification. Where Kaboo modifies this Agreement, we will provide you with reasonable notice, where practicable, of such modification.
- Commercial Electronic Messages: We will obtain your consent where required by law to send you Electronic Notifications, Push Messages or emails about our own and/or third-parties' goods and services that may be of interest to you. We will comply with all applicable legal requirements in relation to the electronic messages we send you, and will ensure that any text messages you receive are not billed to you unless you have specifically consented to the associated fees and charges.
- Jurisdiction. You submit to the exclusive jurisdiction of the Courts of New Zealand in relation to this agreement.

India

If you are accessing or using our Service in India, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in India:

- Governing Law and Arbitration. This Agreement is governed by the laws of India. Notwithstanding anything contained in the Section titled "Governing Law and Forum for Disputes," if you are a User based in India, any controversy, conflict or dispute of any nature arising out of or relating to or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement, shall be settled finally by

arbitration. The seat of the arbitration shall be Mumbai and the proceedings shall be conducted in English. The arbitration shall be conducted and finally settled by a single arbitrator to be mutually agreed in writing. The arbitrator shall give a reasoned decision or award, including as to the costs of the arbitration, which shall be final and binding. Each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitration proceedings except as may be otherwise determined by the arbitrator.

Mexico

If you are accessing or using our Service in Mexico, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in Mexico:

- Application of Mexican Consumer Laws. Nothing in this Agreement will, or is intended to, disclaim, exclude, prevent or limit the application of Mexican consumer laws, including any applicable statutory consumer guarantees and rights, contained in Mexican law. Any disclaimer of representations or warranties, release or limitation of our liability to you shall only apply to, and be enforceable under, this Agreement to the extent permitted by law.
- Governing law and jurisdiction. If you reside in Mexico, the Agreement will be governed by and interpreted in accordance with the federal laws of Mexico. Except as otherwise agreed by the parties, you agree to irrevocably submit to the jurisdiction of the courts located at Mexico City, with express waiver of any other court, however privileged they may be, for the purpose of any suit, action or other proceeding arising out of this Agreement or your use or access of our Services.
- Available Services. Kaboo extension for web browsers will be the only Services available to residents of Mexico. Additional services or functionality may be added at a later date, in Kaboo's sole discretion.
- Commercial Electronic Messages. We will comply with all applicable laws in relation to the electronic messages we send you and will obtain your consent where required to send electronic notifications, push messages or emails about our own and/or third-parties' goods and services.
- Collection notice and consent. The Kaboo International Privacy Statement explains the purposes for which and how we will collect, use, disclose and handle your personal information, including sharing with third parties. It explains how you may enforce your rights, including access to and correction of your personal information; how you can lodge a complaint regarding the handling of your personal information and how we will handle any such complaint.

Brazil

If you are accessing or using our Service in Brazil, the following additional terms apply and form part of the Agreement. In the event of any conflict or inconsistency between the following supplemental

terms and the provisions of the main body of the Agreement, the following supplemental terms shall prevail with respect to your access or use of our Service in Brazil:

- Application of the Brazilian Consumer Laws. Nothing in this Agreement will, or is intended to, disclaim, exclude, prevent or limit the application of Brazilian consumer laws, including any applicable statutory consumer guarantees and rights, contained in Brazilian law. Any disclaimer of representations or warranties, release or limitation of our liability to you shall only apply to, and be enforceable under, this Agreement to the extent permitted by law.
- Governing law and jurisdiction. If you reside in Brazil, the Agreement will be governed by and interpreted in accordance with the laws of Brazil. Except as otherwise agreed by the parties, you agree to irrevocably submit to the jurisdiction of the courts of the City of São Paulo, State of São Paulo, with express waiver of any other court, however privileged they may be, for the purpose of any suit, action or other proceeding arising out of this Agreement or your use or access of our Services.
- Commercial Electronic Messages. We will comply with all applicable laws in relation to the electronic messages we send you and will obtain your consent where required to send electronic notifications, push messages or emails about our own and/or third-parties' goods and services.
- Collection notice and consent. The Kaboo International Privacy Statement explains the purposes for which and how we will collect, use, disclose and handle your personal information, including sharing with third parties. It explains how you may enforce your rights, including access to and correction of your personal information; how you can lodge a complaint regarding the handling of your personal information and how we will handle any such complaint.