

Doosty Terms of Service

Last updated on: Jan the 1th 2022

Welcome to doosty.com (" Doosty , " " we , " " our" or " us"). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively, the " Service"). By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood, and agree to be bound by these Terms of Service (this " Agreement") and have read and understood our Privacy Notice, whether or not you are a registered user of our Service. Doosty reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (" Users"), this Agreement is made among you, and Doosty.

Please read this Agreement carefully to ensure that you understand each provision. This agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

1 Our Service

Doosty offers a service that enables customers (Business Owners) to communicate and transfer their orders (hereinafter the "Orders") to vendors or brands (hereinafter the "Vendors"), and (ii) Vendors to receive Orders from Business Owners, including via a software application. Doosty, through a third party payment service provider, also enables selected Business Owners only to use a software platform to provide payment to selected Vendors (the " Third Party Payment Service").

1.1 Eligibility

This is a contract between you and Doosty. You must read and agree to these terms before using the Doosty Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Doosty, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by

Doosty. In order to use the Service, you must be at least 18 years of age and able to form legally binding contracts under the relevant laws of the jurisdiction where you reside.

1.2 Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service as permitted by the features of the Service. Doosty reserves all rights not expressly granted herein in the Service and the Doosty Content (as defined below). Doosty may terminate this license at any time for any reason or no reason.

1.3 User Accounts

Your account on the Service (your " User Account") gives you access to the Service and functionality that we may establish and maintain from time to time and at our sole discretion. We may maintain different types of User Accounts for different types of Users, such as Business Owners and Vendors. If you open a User Account on behalf of a company, organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. You must notify Doosty immediately of any breach of security or unauthorized use of your User Account. Doosty will not be liable for any losses caused by any unauthorized use of your User Account.

You may control your User profile and how you interact with the Service by changing the settings in your profile or settings page. By providing Doosty your email address and/or phone number you consent to using the email address and/or phone number to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also send you other messages, such as messages regarding changes to features of the Service and special offers. If you do not want to receive such messages, you may be able to opt out or change your preferences in your profile or settings page or by otherwise contacting Doosty. Opting out may prevent you from receiving messages regarding updates, improvements, or offers.

1.4 Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Doosty servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Doosty grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

1.5 Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination of the Service for any reason or no reason, you continue to be bound by this Agreement with regard to any aspects of the Service already performed as of the termination date.

1.6 Disputes with Other Users

You are solely responsible for your interactions with other Users, including but not limited to Business Owners and Vendors. We reserve the right, but have no obligation, to monitor disputes

between you and other Users. Doosty shall have no liability for your interactions with other Users, or for any User's action or inaction.

1.7 Service Location

The Service is intended for use by Users in the EU, Canada, United Kingdom, and the United States. Doosty makes no representations in this Agreement that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions may be subject to separate terms of service applicable to users in those jurisdictions. Users who access the Service from a jurisdiction in which Doosty does not have an applicable set of terms of service do so in violation of this Agreement and do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You must not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the EU, Canada, United Kingdom, and the United States.

1.8 Third Party Payment Service

(a) Business Owners and Vendor Payment Methods

Doosty may offer the platform service of a third party payment service provider which allows selected Business Owners to pay selected Vendors for Orders transferred via the Service (hereinafter the "Third Party Payment Service").

In order to provide for payment via the Third Party Payment Service, Business Owner is required to add the designated invoice he or she aims to settle by uploading the invoice to the respective Order in the Account and provide Doosty with the required information, such as invoice amount, invoice number, invoice date as well as the payment terms for the invoice Business Owner wants to settle. Business Owners can also add additional notes to appear on the payment note received by the designated Vendor. Additional Information of the Vendor necessary to effect payments to such Vendors are added based on Doosty's records and in accordance with clause 1.8 b).

The Business Owner may choose to transmit payments through Automated Clearinghouse ("ACH") or credit cards. Business Owners must ensure to have sufficient funds on the credit and debit card to fulfill payment of an Order, he or she chooses these payment options. By clicking "NEXT" Business Owner will be forwarded to Doosty's third party payment service provider,

whereby the continuance of the payment is subject to the separate terms to be accepted for the Third Party Payment Service.

Each Business Owner represent when using the Third Party Payment Service to his or her Account that: (i) he or she has the authority to disclose the required information to Doosty and to bind his or her organization or person for which her or she acts; (ii) he or she authorizes the initiation of debit and/or credit entries to the payment method in accordance with instructions provided through the Third Party Payment Service (including the initiation of adjustments for transactions made in error); (iii) he or she agrees to and acknowledges that transactions initiated from his or her account must and will comply with US law; (iv) (v) he or she will not use the Third Party Payment Service for personal, family, or household purposes.

Each Business Owner further acknowledges that such Business Owner's use of the Third Party Payment Service is subject to any and all existing terms for the applied payment methods, including credit and transactional limits, interest, and rewards programs.

(b) Vendor Onboarding

Doosty may support payments to selected Vendors only. In order to receive payments from Business Owners by Vendors, you as a Vendor have to provide Doosty with the following information:

- Legal Business Name
- Business Tax Identification Number
- Payment Information
- Business Address
- Website URL
- Contact Phone
- Contact Email

By providing such information to Doosty, Vendor acknowledges and agrees that Doosty will populate such information to the third party payment service provider, once a Business Owner initiates payments via the Third Party Payment Service to such Vendor.

(c) No payment service by Doosty

For the avoidance of doubt, Doosty does not provide any payment service itself either to Business Owners, Vendors or to third parties. All online payments are processed via Business Owners own issuer / payment service provider and the third party payment service provider in partnership with Doosty as outlined in this Terms. At no point or time do funds transmitted by

Business Owners to Vendors pass into Doosty's legal ownership. This includes any refunds or chargebacks or any kind of fund movement made through the Payment Service.

(d) Relationship Between Doosty and Vendors

Doosty is an independent service provider. Doosty is in no way affiliated, formally or otherwise, with the Vendors of Business Owners. Notwithstanding the foregoing, certain Vendors are also customers of Doosty. For the avoidance of doubt, this Agreement does not constitute an agreement between Doosty, Business Owners, and their Vendors; Doosty does not have any responsibility or liability for any consequence resulting from Business Owners' interactions or contracts with their Vendors, including but not limited to, the terms of any sale such as payment, the means by which goods or services are delivered, and any and all other disputes that may arise. Doosty has no responsibility for any Vendor's products, services, or statements. You acknowledge that, by using the Third Party Payment Service, the payment terms between you and your Vendors are not altered or changed in any way, including, but not limited to, payment due dates, credit or payment plans, late fees, or refund policies.

(e) Returns

Vendors may return payments for various reasons including, but not limited to, expiration of Vendor's forwarding address, invalid bank routing number, invalid bank account number, Vendor's remittance address is not correct, Vendor is unable to identify an account, or a Vendor's designated invoice is paid in full. In addition, a Vendor may refuse to accept a payment, and neither Doosty nor the third party payment service provider will have liability for any resulting loss or damage. Doosty will use commercially reasonable efforts to assist to provide Business Owners with notice of returned payments and will offer them, through the Third Party Payment Service, the choice whether to void and credit or void and reissue the payments. Each Business Owner expressly agrees that neither Doosty nor the third party payment service provider shall have any liability for any such returned payments.

(f) Chargeback , Stopping Payments and Refunds

In the event that a Business Owner wishes to initiate a chargeback, clawback, or ACH return or payment stop for a payment that has already been transmitted to the Vendor, such Business Owner has to contact its bank or credit card issuer directly. Doosty may assist with the communication if you contact info@doosty.com, but will not have any liability for failing to do so.

(g) Fees

The Business Owner understands and agrees that no additional fees are charged by Doosty for the provision of the Third Party Payment Service. Doosty reserves the right to add Fees in the future, subject to prior notice of such Fee adjustment by indicating such Fees prominently in the Service.

(h) Taxes and Penalties

Business Owner is responsible for all, if any, applicable taxes arising from use of the Third Party Payment Service. Business Owner is furthermore responsible for all fees, fines, penalties and other liability incurred by itself, Doosty, or a third party caused by or arising out of such Business Owner's breach of this Agreement, and/or his or her use of the Third Party Payment Service. The Business Owner agrees to reimburse Doosty or a third party for any and all such liability.

(i) Support

Doosty may assist you with any questions or issues in regard to the Third Party Payment Service to the extent commercially reasonable. Therefore, please contact Doosty under info@doosty.com. You hereby authorize Doosty to contact the Third Party Payment Provider or Vendor directly on your behalf and make any instructions necessary on your behalf to solve such issue.

2. User Content

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, order information, product information, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as " User Content").

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service:

- You expressly grant, and you represent and warrant that you have all rights necessary to grant, to Doosty a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Company's (and its successors' and affiliates') business, including without

limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. For example, you grant Doosty a license to analyze your User Content to identify business trends and create summary reports regarding your orders.

- You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement. For example, if you are a Vendor, we will make product information you post available to Business Owners.

For the purposes of this Agreement, " Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- Doosty may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Doosty takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service, including Vendors' pricing information and Business Owners' order information. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive

conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Doosty shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Doosty Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Doosty and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Doosty Content. Use of the Doosty Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation product testimonials and/or other feedback regarding potential improvements to the Service (collectively, "Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Doosty under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone, including for our own advertising and marketing purposes. You further acknowledge that, by acceptance of your submission, Doosty does not waive any rights to use similar or related ideas previously known to Doosty, or developed by its employees, or obtained from sources other than you.

4. Risk of Loss

All products that may be ordered from or via the Service by a Business Owner are transported and delivered to the Business Owner by or on behalf of the applicable Vendor, not by Doosty. Title to products ordered on the Service, as well as the risk of loss for such products, is subject to agreement between the Business Owner and Vendor, and Doosty hereby disclaims any liability in connection with such risk of loss.

5. California Residents.

The provider of services is: Doosty Inc, 1188 Mission st, San Francisco, 94103, CA, United States. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

6. Email and Text Messaging

If you use the Service to send email or SMS communications to other Users, then you represent that you have adequate rights to use the Service to send such communications, and must comply with all applicable laws in connection with such communications, including, but not limited to, all applicable notice, consent and consumer choice requirements.

7. Privacy

Your privacy is important to us. For more information about our privacy practices, please refer to our Privacy Notice.

8. Security

Doosty cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

9. DMCA Notice

Since we respect artist and content owner rights, it is Company's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
1. Identification of the copyrighted work that you claim has been infringed;
2. Identification of the material that is claimed to be infringing and where it is located on

the Service;

1. Information reasonably sufficient to permit Doosty to contact you, such as your address, telephone number, and, e-mail address;

1. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

1. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Email: info@doosty.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that this procedure is exclusively for notifying Doosty and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Doosty has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Doosty may also at its sole discretion limit access to the Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Doosty. Doosty does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Company's Privacy Notice do not apply to your use of such sites. You expressly relieve Doosty from any and all liability arising

from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Doosty shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

11. Indemnity

You agree to defend, indemnify and hold harmless Doosty and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

12. No Warranty

The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Doosty or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Doosty, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, complete, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

Further, Doosty does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website

or service, including any product offered by a Vendor through the Service, and Doosty will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under this Agreement will not apply to the extent prohibited by applicable law.

13. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Doosty, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service. Under no circumstances will Doosty be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Doosty assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Doosty, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Doosty hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Doosty has been advised of the possibility of such damage.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific

legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

14. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

14.1 Governing Law. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Los Angeles County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

14.2 Arbitration. Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from Doosty. For any dispute with Doosty, you agree to first contact us at info@doosty.com and attempt to resolve the dispute with us informally.

14.3 Class Action/Jury Trial Waiver. With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial or other purposes, all Claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's Claims. You agree that, by entering into this Agreement, you and Doosty are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

15. Additional Terms for Mobile Applications

15.1 Mobile Applications. We may make available software to access the Service via a mobile device (" Mobile Applications"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. Doosty does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Doosty hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Doosty User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that Doosty may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Doosty or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Doosty reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile

Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

15.2 Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and Doosty, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Doosty as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Doosty as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Doosty, 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 this Agreement. You and Doosty acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

15.3 Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Doosty only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where

you obtained the Google-Sourced Software; (iv) Doosty, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Company's Google-Sourced Software.

16. General

16.1 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Doosty without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

16.2 Notification Procedures and Changes to the Agreement. Doosty may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Doosty in our sole discretion. Doosty reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Doosty is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Doosty may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

16.3 Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Doosty in connection with the Service, shall constitute the entire agreement between you and Doosty concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

16.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

16.5 Contact. Please contact us at info@doosty.com with any questions regarding this Agreement.