

DuGut.app and DuGut™ app Terms of Use

(last updated December 1, 2019)

DuGut.app Matches Consumers, Brands And Social Good Deeds.

Welcome, and thank you for your interest in DuGut LDA, DBA as DuGut.app ("DuGut™") The following Terms of Use are a legally binding contract between you and DuGut™ regarding your use of DuGut™ website, mobile applications, networks, and other related features or services (collectively, the "Service").

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY CLICKING "I ACCEPT," REGISTERING FOR AN ACCOUNT, DOWNLOADING AN DUGUT™ MOBILE APPLICATION, ACCESSING, BROWSING, OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE DUGUT™ PRIVACY POLICY, ANY APPLICABLE END USER LICENSE AGREEMENT, AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS").

If you are not eligible, or do not agree to all of the Terms, then please do not use the Service.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 22, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND DUGUT™ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 22.)

1. **Eligibility.** You must be at least eighteen (18) years old to use the Service. By agreeing to the Terms, you represent and warrant to us: (i) that you are at least sixteen (16) years old (ii) that you have not previously been suspended, removed or deactivated from the Service and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company (collectively "Subscribing Organization"), you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization. In such a case, "you" in these Terms refers to your Subscribing Organization, and any individual authorized to use the Service on behalf of the Subscribing Organization, including you. You must be at least 21 years old to redeem Offers with alcoholic beverages on the Service.
2. **Privacy Policy; End User License Agreement; Additional Terms**
 1. **Privacy Policy.** Please read the DuGut™ Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information. The DuGut™ Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.
 2. **End User License Agreement.** Your use of any mobile application or other downloadable software we may provide (each, an "App") is subject to an End User License Agreement. The applicable End User License Agreement depends on the platform on which the App is designed to run and the features of the App. The End User License Agreement will be presented to you when you download and/or install the App and will be accessible through the App. Apps are deemed part of the Service, and all such End User License Agreements are hereby incorporated into, and made a part of, the Terms by reference.
 3. **Additional Terms.** Your use of the Service is subject to any additional terms, rules, or guidelines applicable to certain services and features, which we may post from time to

time (the "Additional Terms"). All such Additional Terms are hereby incorporated by reference into, and made a part of, the Terms.

3. **Modification of the Terms.** We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. Please check the Terms periodically for changes. Your continued use of the Service after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to the Terms materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Service when you log in, and we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Service with actual knowledge of the modification, or (b) thirty (30) days following the change. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Terms in effect that the time the dispute arose.
4. **Accounts and Registration.** To access most features of the Service you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address or other contact information). You agree that the information you provide to us is and will be accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to notify us immediately by submitting a ticket from within the app or visiting our Help Center. If you are unable to log-in to the Help Center please send an email to Business@dugut.app.
5. **Location Data.** Some features of the Service enable us to tailor your experience on the Service based on your location. If you decline to provide location information, or in our judgment, we cannot verify your location, you will be unable to utilize some or all features of the Service.
6. **User Rewards.**
 1. **User Rewards Generally.** DuGut™ makes available through the Service offers on certain third-party products and services (each an "Offer"). When you redeem an Offer through the Service, you will accumulate rewards in your DuGut™ account ("Rewards"). Each Offer may be subject to Additional Terms and may be discontinued by DuGut™ at any time. At any time and in DuGut™'s sole discretion, DuGut™ may: (i) determine whether or not you are eligible to redeem an Offer; (ii) determine whether or not you have earned Rewards; or (iii) adjust your Rewards total. Prior to distribution, Rewards have no monetary value and you may not obtain any cash, money, or anything of value in exchange for your Rewards total except as made available by DuGut™ under Section 6.2.
 2. **Distributions.** Once you have accumulated the required minimum amounts in Rewards in your DuGut™ account (as posted, and subject to change), you may elect to have DuGut™ distribute your Rewards via one or more of the available distribution options as shown in the DuGut™ mobile app. The available distribution options are subject to change without notice to you, and you have no vested right to any particular form or method of distribution. For each distribution option, DuGut™ displays within the DuGut™ mobile app the minimum distribution amount at any given time. These minimum distribution amounts are subject to change. DuGut™ may, at its sole discretion, limit the amount of Rewards that you can distribute in any given period of time. If you elect to close your DuGut™ account and you have undistributed Rewards that meet or exceed the minimum Rewards threshold, you will be expected to distribute such Rewards prior to closing your account, even if this means you must distribute your Rewards in the payout option with the lowest minimum distribution amount. If your account is terminated by DuGut™, if you fail to properly distribute your Rewards when closing your account, or if at the time of closing you have less than the minimum Rewards

threshold in your account, any rights you have to the Rewards in your account will terminate and you will no longer be eligible to receive a distribution of such Rewards.

3. **Third-Party Payment Providers.** Certain distribution options are provided by licensed money transmitters (e.g., PayPal, Inc.) and are subject to additional terms and conditions associated with your account with such money transmitter (the "Payment Provider Terms"). When you elect to distribute Rewards through a money transmitter, you further agree (i) that DuGut™ is acting as your agent with respect to the payment processing and (ii) that you are bound by the applicable Payment Provider Terms, as the same may be modified by the money transmitter from time to time.
4. **Brand Actions™ Bonuses.** From time to time, DuGut™ may introduce special bonuses or incentives for users to refer others to DuGut™, using a personal referral code or URL ("Referral Bonus"). Users shall not be eligible to earn these bonuses if they invite other users who share the same mobile device or if they create multiple accounts in an effort to earn Referral Bonuses for inviting themselves. Such actions violate these Terms of Use and shall be grounds for DuGut™ to terminate a User's account, rescind any Referral Bonuses, reverse or correct user Rewards balances, or take other actions as appropriate. Where a user cannot produce examples of how the referrals have taken place, including screenshots of where referrals were made, DuGut™ reserves the right to decline to award Bonuses, rescind bonuses, demand repayment of Rewards credited, or take other remedial actions.
5. **Affiliate Merchant Offers.** Certain Offers require you to click a Brand Action™ link within the Service to be directed to an affiliated merchant's mobile app (which may also require you to download such mobile app) or website (each an "Affiliate Merchant"), and complete a purchase to earn a Reward on your net purchase amount. Please note that the net purchase amount generally excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations and extended warranties. Certain Affiliate Merchants exclude a limited number of products and purchases from the Offers. Such list of exclusions is included in the Additional Terms associated with each Offer and is subject to change without notice. Additionally, to earn Rewards, you must complete your purchase during the same shopping session you start after clicking on the shopping link associated with the Offer. If you visit other mobile apps or websites before completing your purchase, your purchase might be associated with a service other than DuGut™'s Service and you might not earn a Reward on your purchase.
6. **Taxes.** Depending on applicable country, federal, state, and local tax laws, your distribution of Rewards may be subject to taxes. You will be solely responsible for any and all tax liability arising out of your receipt of Rewards and you agree to provide DuGut™ with information DuGut™ requests in connection with applicable federal, state, and local tax laws. You are solely responsible for any tax liability (including fees, penalties or fines) incurred by DuGut™ as a result of your action or inaction in connection with the foregoing (including your failure to provide DuGut™ with information). DuGut™ is further authorized to offset such tax liability from your Rewards.
7. **Claims.** Rewards provided under this Section 6 are provided solely by DuGut™ and not underwritten, sponsored, or provided by any other third-party, including DuGut™'s brand and merchant partners. By accepting these Terms of Use you agree to not to seek Rewards or make any claims for Rewards against third-party providers, merchants or manufacturers of products and services. You agree that DuGut™ may transfer and/or assign its rights and obligations under these Terms of Use at any time.

7. *User Content.*

1. **User Content Generally.** Certain features of the Service may permit users to post content, including messages, reviews, photos, images, folders, data, text, and other types of works (collectively called, "User Content") and to publish User Content on the Service. **Limited License Grant to DuGut™.** By posting User Content, you grant DuGut™ and a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify,

distribute and re-distribute, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). You retain copyright and any other proprietary rights you hold in the User Content that you post to the Service.

2. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, you affirm, represent, and warrant that:
 3. You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize DuGut™ and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 7 and in the manner contemplated by DuGut™ and the Terms;
 4. Your User Content, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) contain any viruses, adware, spyware, worms, or other malicious code; or (d) violate any applicable law or regulation. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you and other users post or publish, and will not be in any way responsible or liable for User Content. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against DuGut™ with respect thereto. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to the Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, DuGut™ does not permit copyright infringing activities on the Service.
8. ***Monitoring Content.***
DuGut™ does not control and does not have any obligations to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that DuGut™ reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time DuGut™ chooses to monitor the content, DuGut™ still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.
9. ***Consent to Electronic Communications and SMS***
By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. In accordance with this Section 9, we may also communicate with you via SMS. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency depends on the user's interaction. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can visit our Help Center. If you are unable to log-in to the Help Center please send an email to business@dugut.app.
10. ***Digital Millennium Copyright Act***
DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Service, you may contact our Designated Agent at the following address:

If you have any questions, you may send them to:

DuGut™ LDA

E-mail: business@dugut.app

- Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:
 - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - a description of the material that you claim is infringing and where it is located on the Service;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
 - a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Third Party Services and Websites.

DuGut™ may provide tools through the Service that enable you to export information to third party services, including through use of an API or by linking your account on DuGut™ with an account on the third party service, such as Twitter or Facebook. By using these tools, you agree that we may transfer such User Content and information to the applicable third party service. Such third party services are not under our control, and we are not responsible for the contents of the third party service or the use of your User Content or information by the third party service. The Service, including our websites, may also contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties services or websites.

Feedback.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant DuGut™ an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

submit to DuGut™ purchase information that is false, inaccurate, fabricated, counterfeited, tampered with, adjusted, or otherwise artificial or inauthentic for the purpose of seeking to redeem Offers with DuGut™ ; redeem, or attempt to redeem, DuGut™ Offers for products that have not actually been purchased and retained, or for products that have been purchased but returned to a store or online vendor, following purchase;

upload receipts to DuGut™ that have already been uploaded by you or another user, for the purpose of earning credit from DuGut™ for purchasing products that you did not actually purchase;

upload receipts to DuGut™ that reflect purchases that took place more than one (1) week prior to the date on which the receipt is uploaded;

upload receipts to DuGut™ that reflect purchases that took place prior to the launch date of a retailer's Service accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;

infringe the copyright or other proprietary rights on the Service or of any User Content;

make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Service.

This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

use the Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data

protection and privacy, or the collection, storage, transmission, or access of educational records;
defame, harass, abuse, threaten or defraud users of the Service, or collect, or attempt to collect, personal information about users or third parties without their consent;
use the Service for any commercial purpose;
remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or User Content, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or User Content;
reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
intentionally interfere with or damage operation of the Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Limitations on User Accounts. A user may not create more than one (1) DuGut™ account. Each unique mobile device may not be associated with more than two (2) user accounts. Users who attempt to associate an excessive number of mobile devices with a single user account may be deemed to have violated these Terms of Use to the extent they are deemed by DuGut™ to have abused the Service.

Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 16.

Termination of Use; Discontinuation and Modification of the Service. If you engage in Prohibited Conduct or otherwise violate any of the Terms, your permission to use the Service will automatically terminate and any rights you have to the Rewards in your account will terminate and you will no longer be eligible to receive a distribution of such Rewards. You also agree that we may, at any time and without notice to you, suspend or revoke your access to and use of the Service, and any accounts you may have in connection with the Service including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of DuGut™ or any third party; or (ii) in connection with any general discontinuation of the Service. We also reserve the right to modify the Service at any time without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or revocation of your access to or use of the Service, provided that if we terminate your access to the Service other than for your breach of these Terms, you may be entitled to have your Rewards distributed, as described in the Terms. You may terminate your account at any time by visiting our Help Center. If you are unable to log-in to the Help Center please send an email to busines@dugut.app.

Effect of Termination. Upon termination of these Terms: (a) in accordance with the applicable End User License Agreement, your license rights will terminate and you must immediately cease use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) all payment obligations accrued prior to termination and Sections 12, 16, and 17-28 and any other Sections which, by its nature or express terms should survive will survive.

Ownership; Proprietary Rights. The Service is owned and operated by DuGut™. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by DuGut™ (the "Materials") are protected by United States copyright, trade dress, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content that is provided and owned by users of the Service, all Materials contained in the Service are the property of DuGut™ or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to DuGut™ or its affiliates and/or third-party licensors. Except as expressly authorized by DuGut™, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. DuGut™ reserves all rights to the Materials not expressly granted in the Terms.

Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you agree to defend, indemnify and hold harmless DuGut™ and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "DuGut™ Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any

applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

Disclaimers; No Warranties.

THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE DUGUT™ ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE AVAILABLE, OR REFERRED TO YOU THROUGH THE SERVICE. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. DUGUT™ DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT DUGUT™ IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

Disclaimers; No Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE DUGUT™ ENTITIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE DUGUT™ ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE DUGUT™ SERVICE, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE DUGUT™ ENTITIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE DUGUT™ ENTITIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

EXCEPT AS PROVIDED IN SECTION 22.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE DUGUT™ ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO DUGUT™ FOR ACCESS TO AND USE OF THE SERVICE GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR (ii) \$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DUGUT™ AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF

THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 21 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Dispute Resolution and Arbitration.

0. Generally. In the interest of resolving disputes between you and DuGut™ in the most expedient and cost effective manner, you and DuGut™ agree that any and all disputes arising in connection with these Terms of the Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, you and DuGut™ are each waiving the right to a trial by jury or to participate in a class action.
1. Exceptions. Notwithstanding subsection 22.1, we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
2. Arbitrator. Any arbitration between you and DuGut™ will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting DuGut™.
3. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express (signature required), or in the event that we do not have a physical address on file for you, we may send notice to you by electronic mail ("Notice"). DuGut™'s address for Notice is listed above. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 120 days after the Notice is received, you or DuGut™ may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or DuGut™ shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that if our dispute is finally resolved through arbitration in your favor, DuGut™ shall pay you the greater of (i) the amount awarded by the arbitrator, if any, and (ii) the greatest amount offered by DuGut™ in settlement of the dispute prior to the arbitrator's award.
4. Fees. In the event that you commence arbitration in accordance with these Terms, DuGut™ will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Los Angeles, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse DuGut™ for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in

which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

5. No class actions. YOU AND DUGUT™ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and DuGut™ agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
6. Modifications. In the event that DuGut™ makes any future change to this arbitration provision (other than a change to the DuGut™ 's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to DuGut™ 's address for Notice, in which case your account with DuGut™ shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
7. Enforceability. If only Subsection 22.6 is found to be unenforceable or the entirety of this Section 22 is found to be unenforceable, then the entirety of this Section 22 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 23 shall govern any action arising out of or related to these Terms.

Governing Law; Venue.

These Terms, whether interpreted in a court of law or in arbitration, shall be governed by the laws of the state of Delaware as they apply to agreements entered into and to be performed entirely within Delaware by Delaware residents, and without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and DuGut™ agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Delaware for the purpose of litigating all such claims or disputes. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

General. The Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and DuGut™ regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign the Terms at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

Contact Information. If you have any questions regarding DuGut™, the Service, or the Terms please visit our Help Center. If you are unable to log-in to the Help Center please send an email to help@dugut.app.

Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

Notice Regarding Apple. This Section 28 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and DuGut™ only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the

mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S.

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DuGut™ DuGut™ (pronounced Do Good) is a Platform which facilitates Real-Life Sustainable Actions. Do Good with DUGUT™!