

Terms Of Use - Seller

Welcome to BUDSS! You are now reading our Terms of Use ("**Terms**"), an agreement between you and BUDSS, Inc. ("**BUDSS**"), for your use of our online platform and service, which connects people selling items online ("**Sellers**") with people who want to purchase those items ("**Buyers**"). The platform and service are available at <https://BUDSS.co> (the "**Site**") and on our mobile device application (the "**App**"). To make these Terms easier to read, our online platform and service, the Site and the App are collectively called the "**Services**."

If you are a Seller, these Terms apply to you. If you're a Buyer, your Terms of Use are available at <https://BUDSS.co/terms>. Please read these Terms and our Privacy Policy (available at <https://BUDSS.co/privacy>) carefully, because they govern your use of the Services.

1. What We Do and What We Don't Do:

- A. The Website is an electronic platform in the form of an electronic Social marketplace and an intermediary that (a) provides a platform for Users (who are sellers) to advertise, exhibit, make available and offer to sell various Products to other Users (who are buyers / customers), and (b) a platform for such other Users to accept the offer to sell of the Products made by the sellers on the Website and to make payments to the sellers for purchase of the Products, and (c) services to facilitate the engagement of buyers and sellers to under commerce on the Website, (d) the Sellers will be able to provide discount offers on the website and Customers will be able to buy products on such discounted price, (e) Budss will make an arrangement for the referral system - when customers make a purchase through Budss they have an option to share their shopping experience on social media platforms and get cash back, and (d) such other services as are incidental and ancillary thereto.
- B. We do not sell any items ourselves. Our responsibilities under these Terms are limited solely to facilitating the availability of our technology services and platform.
- C. We use third parties to process payments and to payout funds to Sellers. To the extent we accept, hold or transmit funds in connection with a Product, we do so as an agent of the applicable Seller.
- D. Your access to the Services and your Product and sale of any items through the Services are at your own risk and we disclaim all warranties, express or implied, and limit our liability in these Terms.

2. Agreement to Terms:

By using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity.

3. Use of the Services:

- A. You may use the Services only if you are of legal age and have the capacity to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.
- B. The Services that BUDSS provides are always evolving and the form and nature of the Services that BUDSS provides may change from time to time without prior notice to you. In addition, BUDSS may need to stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally if we determine it necessary and may not be able to provide you with prior notice.
- C. In order to use certain Services (for example, to create a Product), you will need to register with BUDSS, create a username and provide certain information about yourself as prompted by the registration form, including a valid email address. In addition, in order to sell on BUDSS we may ask you to provide details regarding yourself, your business, sales history, employees and other information that we deem relevant. We may review your application and registration forms and may approve or deny your request to create a Seller account at our sole discretion. We may also remove your ability to sell on BUDSS after you have first been approved, at our sole discretion.
- D. You may not create more than one Seller account on BUDSS without prior approval from us. You may not use a username for the purpose of impersonating another person or entity, including staff or any other representative of BUDSS. We reserve the right to remove or reclaim inactive usernames or usernames on behalf of businesses or individuals that hold trademark or other legal claim on those usernames.
- E. By creating an account, you agree to abide by these Terms and provide accurate information. Unless you are an agent authorized to bind another person and you are acting under their direction, you may not create an account for anyone other than yourself. We reserve the right to suspend or terminate your account if any information provided proves to be inaccurate, false, or otherwise in violation of these Terms.
- F. You may also link your BUDSS account with your account on third-party sites, such as Facebook (such account, a "**Third-Party Account**"). If you provide your Third-Party Account credentials to us or otherwise link your BUDSS account with a Third-Party Account, we will extract certain personal information, such as your name and email address, and other personal or contact information that your privacy settings on such Third-Party Account permit us to access.

4. Passwords:

You are responsible for safeguarding the password that you use to access the Services. You agree to take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters,

numbers and symbols) with your account. You must immediately notify BUDSS of any unauthorized use of your account, or if you have reason to believe that your password was lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. BUDSS is not liable for any loss or damage arising from your failure to comply with the above requirements.

5. No Endorsement; No Employment:

- A. We welcome all Sellers to apply to sell on BUDSS, as long as you are selling or offering to sell items that aren't illegal and comply with these Terms. However, we don't endorse any Sellers or any items they may offer for sale through the Services. Posting a Product on the Services does not mean you or your items are endorsed by us in any way. We reserve the right to conduct background checks on any seller and you agree to cooperate with us and to provide us with all information we request from you in the event that we decide to conduct a background check on you. We're not responsible for any damage or harm resulting from your communications or interactions with a Buyer. By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Buyers or other third parties will be limited to a claim against the Buyers or other third parties who caused you harm and you agree not to attempt to impose liability on us, or seek any legal remedy from us with respect to such actions or omissions.
- B. Sellers are not employees, agents or otherwise contractors of BUDSS and we do not, in any way, supervise, direct, or control a Seller. Nothing in these Terms will be construed as establishing an employment or agency relationship between BUDSS and you or any of your personnel. You have no authority to bind BUDSS by contract or otherwise.

6. Selling:

- A. If you use the Services to sell items, you agree to abide by rules and policies describes in the terms and policies section our website ("**Seller Rules**"), which are hereby incorporated by reference. In the event of any conflict between the text in these Terms and Conditions and the Seller Rules, the Seller Rules will govern. If you do not agree to these Seller Rules, do not post Products for sale. Failure to comply with any of the Seller Rules may result in your account being suspended or banned from participating in the Services. BUDSS also reserves the right to withhold payments from sellers who violate seller policies. Payments will be held until the seller and their account are compliant with all policies, dependent on delivery and product health.

7. Products:

- A. When you offer a Product, either online and/or offline, you will need to provide certain information about your item, including a description, price, expected shipment date, shipping costs (if any), and any other applicable terms of the sale. It is important that such information be complete and accurate and comply with our terms ("**Product Listing Guidelines**"). You agree that you are responsible for all Products you post. We want to be able to publish as many Products as possible, but we reserve the right to remove a Product for any reason at our absolute discretion.
- B. In the event of any conflict between the text in these Terms and Conditions and the Seller Rules or Product Listing Guidelines, the conflict will be resolved in the following order of preference: (i) Product Listing Guidelines; (ii) Seller Rules; and (iii) these Terms. If you do not agree to the Product Listing Guidelines and Seller Rules, do not list items for sale. Failure to comply with any of the Product Listing Guidelines and Seller Rules may result in your account being suspended or banned from participating in the Services.

8. Fees:

- A. Products and sales made through the Services are subject to payment of certain fees, which are described on our website" (the "**Fees**"). The percentages and fixed amounts for the Fees for any product or sale may vary by seller, category or promotion. Inactive fees terms will appear in your account under the 'Confirmation Required' heading. Unless otherwise stated, all Fees are quoted in U.S. Dollars. The applicable Fees will be deducted from the payment of the Sale Price paid by the Buyer prior to the funds being released to your account.

9. Payments:

- A. Subject to these Terms, the Services may facilitate payments to, and refunds from, Sellers. Payments and refunds facilitated by the Services are processed by third parties. If, and to the extent, BUDSS accepts, holds or transmits funds in connection with your Confirmed Sale, you agree that BUDSS does so, on your behalf, as your limited agent and you hereby appoint BUDSS as your limited agent solely for the purpose of accepting payments from, and refunding payments to, Buyers on your behalf. You agree that BUDSS may use third parties to process payments, refunds or payouts through the Services and that BUDSS has no obligation to accept, hold or transmit funds on your behalf. In accepting appointment as your limited agent, Shipping
- B. You agree to ship items purchased by Buyers promptly after payment, but in no event longer than 5 days. Each shipment is required to ship with a valid tracking number from a supported carrier
- C. Sellers can also purchase shipping labels through the Services. The costs of such labels will be disclosed to you at the time of purchase and will be deducted from the

payment of the Sale Price by the Buyer prior to the funds being released to your account.

10. Refunds:

- A. You acknowledge and agree that each Confirmed Sale will be subject to BUDSS's refund policy. If a Buyer cancels a Purchase and requests a refund after payment but before the Seller has indicated that the item has been shipped ("**Marked as Shipped**") the refund will be issued and the Seller will be billed. In addition, if a shipment is refused, undeliverable as addressed or returned to you without being delivered, you agree to issue a full refund.

11. Taxes:

- A. As used in these Terms, "Tax" or "Taxes" mean sales taxes, value added taxes (VAT), goods and services taxes (GST), and other similar municipal, state and federal direct, indirect or other withholding and personal or corporate income taxes imposed on a Seller or on amounts collected from Buyers. In the states that we calculate, collect and remit sales tax on behalf of sellers, BUDSS will assume the sales tax responsibility as a marketplace facilitator.
- B. In all other states, sellers will need to determine their own Tax reporting and payment requirements. You can do this in consultation with a tax advisor if you like. We do not and cannot offer Tax-related advice to any Sellers – we leave that to the experts!
- C. Please note that you are responsible for determining any applicable Taxes on your items or on the amounts collected by us on your behalf. We recommend considering potential Tax implications in selling on BUDSS as you are responsible for accounting for all applicable Taxes from the Sale Price. We are not responsible for determining the amount of, or invoicing Buyers for, Taxes.

12. Your Obligations:

- A. You agree to pay the applicable Fees, to assume full responsibility for the content of your Product and your items offered for sale. You agree to display information accurately about your Products, to ship items purchased by Buyers promptly after payment, to adhere to all Product Listing Guidelines and to respond to enquiries from BUDSS in a timely manner. You will not list any items that are prohibited by law or are otherwise listed as prohibited.

13. Liability and Disputes:

- A. You understand and agree that we do not act as your insurer, broker, contracting agent or other representative, other than as noted in the Payments section above. If a Buyer

purchases an item from you, any contract that you enter into with the Buyer, written or oral, will be between you and the Buyer only. You acknowledge and agree that you, and not us, will be responsible for performing the obligations of any contracts with Buyers, and we are not a party to such contracts and disclaim all liability arising from or related to such contracts.

- B. BUDSS does not have any control over or liability for the quality, safety, legality, descriptions, photos, or other aspect of the items listed for sale, nor does BUDSS have any control over or liability for the accuracy, truthfulness, quality, or other aspect of the materials and information associated with Products. BUDSS is not liable or responsible for defective items. If an item sold on BUDSS is delivered in a defective condition, a Buyer's sole remedy is with the Seller.
- C. If a Buyer has any concerns about you or your items, they may contact you through the Services or contact BUDSS, which will reach out to you, to try and resolve their concerns. On the same note, if you have any concerns about a Buyer's purchase, you should contact BUDSS.
- D. Without limiting the foregoing, BUDSS reserves the right in its sole discretion to resolve disputes between Buyers and Sellers. You agree that BUDSS has the right to make the final decision in any dispute where BUDSS chooses to intervene. If we resolve a dispute in the Buyer's favor, we may, but are not required to, issue a refund for up to the full cost of the item in dispute, including shipping, and require the Seller to reimburse us for the full amount refunded, including, in some cases, shipping costs. The foregoing paragraph states BUDSS's entire liability and obligation to Buyers and Sellers in connection with any dispute between such parties.

14. Buyer/Seller Feedback:

- A. Users may submit feedback information regarding Sellers that use the Services. You may only use the rating and feedback features for the bona-fide purpose of submitting feedback regarding the experience you had. Any other use of the feedback system is prohibited. You may not threaten to withhold refunds in order to avoid negative feedback or receive benefits beyond those to which you are entitled and you may not submit feedback for the purpose of manipulating another user's rating. Feedback information submitted by a user may be made available through the Services to other users.

15. Privacy:

- A. Any personal information that you provide to us is subject to our Privacy Policy, which governs our collection and use of your personal information. You understand that by using the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by BUDSS.

16. Communications:

- A. As part of the Services we provide, you may (if enabled) receive notifications, alerts or other types of messages via text message, email or the messaging functionality provided by the Services ("**Messages**"). You have control over the Messages settings, and can opt in or out of these Messages (with the exception of infrequent, important service announcements and administrative messages) either through your account or by following the unsubscribe instructions provided in the e-mail you receive. Please be aware that third-party messaging fees may occur for some of the Messages depending on the message plan you have with your wireless carrier.
- B. If you provide your cellular phone number and agree to receive communications from BUDSS, you specifically authorize BUDSS to send text messages or calls to your phone. You are not required to consent to receive text messages or calls as a condition of using the Services and may opt out of such messages. You can opt out of receiving text messages through your account settings.**

17. BUDSS Ownership Rights:

All right, title, and interest in and to the Services (excluding your User Content), including all associated intellectual property rights, are and will remain the exclusive property of BUDSS and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the BUDSS name or any of the BUDSS trademarks, logos, domain names, or other distinctive brand features. You may use the BUDSS name or any of the BUDSS trademarks, logos, domain names, or other distinctive brand features only in the event BUDSS grants you the right to do so in a separate written agreement. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you, (i) without the consent of the respective owners or other valid right, and (ii) in any way that violates the rights of BUDSS or any third party. You may not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services, including any Content. Any feedback, comments, or suggestions you may provide regarding BUDSS or the Services are entirely voluntary and are the sole and exclusive property of BUDSS. You hereby irrevocably assign to us all of your right, title and interest in and to such feedback, comments or suggestions, and BUDSS is free to use them as we see fit and without any obligation to you.

18. Restrictions on Content and Use of the Services:

- A. We reserve the right at all times (but are not obligated to) to remove or refuse to distribute any Content on the Services, which violates these Terms or the Seller Rules.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of BUDSS, its users and the public.

B. You may not do any of the following while accessing or using the Services:

- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; or (v) promotes illegal or harmful activities or substances;
- send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- impersonate or misrepresent your affiliation with any person or entity;
- access, tamper with, or use non-public areas of the Services, BUDSS's computer systems, or the technical delivery systems of BUDSS's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by BUDSS unless you have been specifically allowed to do so in a separate agreement with BUDSS;
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BUDSS or any of BUDSS's providers or any other third party (including another user) to protect the Services or Content;
- use, display, mirror or frame the Services, any individual element within the Services, or the layout and design of any page or form contained on a page, without BUDSS's express written consent;

- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

19. Copyright Policy:

- A. BUDSS respects copyright law and expects its users to do the same. It is the policy of BUDSS to disable and/or terminate, in appropriate circumstances, the accounts of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

20. Termination:

- A. We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, including, without limitation, if you violate the letter or spirit of any of these Terms, or otherwise create risk or possible legal exposure for us. You may cancel your Account at any time by logging into your account and cancelling.
- B. Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions will survive: ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.
- C. Unless BUDSS otherwise notifies you in writing, you agree to fulfill any Confirmed Sales that have not yet been shipped upon termination. Any payment for such Confirmed Sales will be subject to delivery being confirmed.

21. The Services are Available "AS-IS":

- A. Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, BUDSS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content thereon. We make no guarantee as to the duration or manner in which items appear on BUDSS, whether in our catalog, at auction, or otherwise. BUDSS is not responsible or liable for any harm to your computer system, loss of data, glitches, bugs, errors, delays, disruptions, or other harm that results from your access to or use of, inability to access or use, the Services, or any Content. You agree that BUDSS is not liable for any damage or losses resulting directly or indirectly from any suspension of your account. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No

advice or information, whether oral or written, obtained from BUDSS or through the Services, will create any warranty not expressly made herein.

22. **Links:**

- A. The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party content, goods, or services, including but not limited to: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, legality, appropriateness, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by BUDSS of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You acknowledge that your use of any third-party websites or resources is governed by that party's terms and privacy policy.

23. **Indemnity:**

- A. You agree to defend, indemnify, and hold harmless BUDSS and its partners, and their officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Services, (ii) your violation of these Terms or any Content posted, published, transmitted or otherwise provided by you or on your behalf; and (iii) any items sold by you via the Services.

24. **Limitation of Liability:**

- A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUDSS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; (iv) ANY ITEMS SOLD OR PURCHASED THROUGH THE SERVICES; OR (v) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT BUDSS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL BUDSS'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED THE AMOUNT YOU PAID BUDSS FOR THE USE OF THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, IF YOU HAVE MADE ANY PAYMENTS TO BUDSS, OR \$50 IF YOU HAVE NOT MADE ANY PAYMENTS TO BUDSS.

25. Exclusions:

- A. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

26. Waiver & Severability:

- A. The failure of BUDSS to enforce any right or provision of these Terms does not constitute a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Dispute Resolution for Consumers" section below or by a court of competent jurisdiction, if you are accessing and using the Services on behalf of a company or other legal entity or timely opt out of arbitration as set forth below), the remaining provisions of these Terms will remain in full force and effect.

27. Assignment:

- A. You may not assign or transfer these Terms, by operation of law or otherwise, without BUDSS's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. BUDSS may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

28. Notice:

- A. Any notices or other communications provided by BUDSS to you under these Terms, including those regarding modifications to these Terms, will be given by BUDSS: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

29. Controlling Law & Jurisdiction:

- A. These Terms and any action related thereto are governed by the laws of the State of Delaware, without regard to or application of its conflict of law provisions or your state or country of residence.

30. Entire Agreement:

- A. These Terms, the Seller Rules and the Category Terms are the entire and exclusive agreement between BUDSS and you regarding the Services, and these Terms supersede and replace any prior agreements between BUDSS and you regarding the Services. These Terms apply only to BUDSS and you. These Terms are not intended to, and shall not, create any third party beneficiary rights, except as expressly provided in these Terms.
- B. We may revise these Terms from time to time. If we make any material changes to these Terms, we will notify you of such changes by posting them on the BUDSS website or by sending you an email or other notification, and we will indicate when such changes will become effective. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.