

## AuthentiBrand Terms of Service and End User License Agreement

AuthentiBrand®, Inc. offers technologies and services that enable businesses to help grow and for consumers to verify the authenticity of certain goods, among other purposes. These Terms of Service and End User License Agreement (the “Terms”) governs your use of HoloShield®, QR Manager®, HoloBrands, and other products, features, software, technologies, and services offered by AuthentiBrand, Inc. (collectively, the “Products”), unless we have expressly stated that a separate set of terms (and not these Terms) apply to the same.

By registering for an account, installing, or using any of the Products in any way, you accept these Terms, the Privacy Policy, and the processing of your personal data. If you do not consent to these Terms, you should not register for account, install, or use any of the Products in any way.

### Who we are.

The entity that you are contracting with is AuthentiBrand, Inc. In these Terms, this entity is referred to as “AuthentiBrand”, “we”, “our”, and/or “us”.

Please be aware that these Terms contains provisions which govern how any disputes between you and us are resolved. It also contains an Agreement to Arbitrate which will, with limited exception, require that you submit any and all claims against us or our agents to binding and final arbitration.

### Use of the Products

In order to use the Products, you must follow some simple rules. The Products are only available on the condition that you do not misuse the Products such that AuthentiBrand, Inc. or any other party is harmed in any way. You may only use the Products as is permitted by applicable law and these Terms. By using the Products, you agree to the following:

- All of the personal data provided by you is accurate and up to date.
- You are solely and exclusively responsible for any and all activities associated with your account, as well as any and all content and/or information that is uploaded and/or created by your account (“User Materials”).

- AuthentiBrand does not currently monitor the contents of the Products. However, we may, at any time and in our sole and exclusive discretion, choose to remove any User Materials from the Products and/or your account. We may further, at any time and in our sole and exclusively discretion, choose to terminate your account and membership associated with and or all of the Products.
- You are prohibited from using the Products to manipulate the price, contents, or other information of any item or in any way interfere with content posted by any other user.
- You must not transfer your account, including your email and password, associated with any and all of the Products to any other third party for any purpose or length of time whatsoever. You are further solely and exclusively responsible for storing your log-in information. If you suspect that your account is being used in any unauthorized way whatsoever, you must immediately inform AuthentiBrand. AuthentiBrand is not responsible in any manner whatsoever for any loss or damage you may suffer from any unauthorized access to your account or any unauthorized use of your login information.
- The Products are not intended to be used by any person under the age of 13. In order to use any of the Products, you agree that you are at least 13 years old.
- Similarly, you are prohibited from using the Products if you are unable to form legally binding contracts, or you are temporarily or indefinitely suspended from using the Products, or you are a person with whom transactions are prohibited under economic and/or trade sanctions.
- You are prohibited from taking any action whatsoever that may undermine any feedback or ratings systems inherent to the Products.
- You are prohibited from using the Products to distribute or post spam, unsolicited, or bulk electronic communications, chain letters, and/or pyramid schemes.
- You are prohibited from using any robot, spider, data mining tool, scraper, data gather and extraction tool, or any other automated means whatsoever to access the Products for any purpose, except with our prior express permission.
- You are prohibited from using the Products in any way whatsoever what may infringe upon the copyright, trademark, trade secrets,

- patent, publicity, moral, database, and/or other intellectual property rights (collectively “IP Rights”) that belong or are licensed to us. Some, but not all, actions that may constitute infringement are: producing, performing, distributing, displaying, copying, reverse engineering, decompiling, disassembling, and/or preparing derivative works from content that belongs to either us or any other third party, without the owner’s express written permission.
- Similarly, you are prohibited from using the Products in any way whatsoever which may infringe any IP Rights that belong to any other third parties.
  - You are prohibited from commercializing any of our Products or any information and/or software associated with the Products, except with our express written permission.
  - You are prohibited from harvesting and/or otherwise collecting information about third parties and other users without their consent to do so.
  - You are prohibited from circumventing any technical measures that we may use to provide the Products.
  - You are prohibited from engaging in any and all unlawful activities when using the Product. This includes, but is not necessarily limited to, contributing any information or data which in any way contains or involves incite to racial hatred, defamation, harassment, child pornography, pornography, propaganda, religious and/or political views, and/or false, inaccurate, deceptive, defamatory, libelous, and/or misleading content.
  - If you have any criticisms of the Products, please contact us directly to help us improve the Products.
  - You are prohibited from transmitting and/or distributing files, data, or other information which may damage the Products or third parties’ computers and/or property (for example only, viruses and/or trojan horses).
  - You may opt to purchase finished labels with QR codes from us. Alternatively, you may print your own labels with our QR codes that interface with our Products. In either event, you agree that any such QR codes will interface with the Products to control how said QR codes are used.

If you violate any of these Terms, your account and/or any subscriptions may be terminated at any time. In such an event, you will not receive any refund whatsoever of any money paid to AuthentiBrand, Inc. If we believe, in our reasonable discretion, that you are abusing the Products in any way whatsoever, we may, in our sole and exclusive discretion and without limiting any other remedies available to us, suspend, terminate, or otherwise limit your user account(s) and access to the Products, delay or remove content uploaded or hosted by you, remove any special status associated with your account(s), remove, demote, or otherwise not display your content, and/or take any and all technical or legal steps necessary to prevent you from using the Products going forward.

We may cancel unconfirmed accounts that have been inactive for a set amount of time. Additionally, we reserve the right to modify, terminate, or refuse any and all aspects of the Products to anyone for any reason whatsoever, in our sole and exclusive discretion.

#### Policy Enforcement.

If any issue whatsoever may arise, we may consider the user's activity history and the specific circumstances when we apply our policies. We reserve the right to implement a more lenient policy enforcement approach at any time, in an effort to do right by all users of our Products. Additionally, we reserve the right to implement policy enforcement approaches which may be consistent with past or future policy enforcement.

#### Listing and Content Conditions.

When submitting an item, listing, content, and/or other information to our Products, you agree to the following:

- You assume full responsibility for the item, content, or other information offered, and you assume full responsibility for the accuracy of the same.
- Your item, content, or other information may not be immediately searchable by keyword or QR code scan for several hours. We are unable to guarantee exact listing duration.
- Content that violates any of our policies may be modified, obfuscated, deleted, or otherwise not shown, at our sole and exclusive discretion.

- We reserve the right, but not the obligation, to revise product data or other information associated with lists to supplement, remove, or correct various information.
- We strive to cultivate an experience where users can find what they are looking for. Therefore, the results of listings in any search and browse results that we may offer in the future may depend on a variety of factors, including, but not limited to:
  - The searching party's location, search query, browsing site, and history;
  - The item, content, and/or other information's location, listing format, contents, history, and relevancy to the user's query;
  - The offering party's history, including listing practices, policy compliance, feedback, and defect rate; and,
  - The number of listings that match the searching party's query.
- To drive a positive user experience, an item, listing, content, or other information may not appear in results (either search and browse results or via QR code), regardless of any sort order chosen by the searching party.
- Uploading duplicates of items, listings, content, and/or other information may also affect how or whether any particular item, listing, content, and/or other information appears in search and browse and/or QR code scan results.
- We may remove and/or alter metadata and URL links that may be included on any item, listing, content, and/or other information for the purpose of limiting adverse third-party search engine results.
- We may opt to provide you with optional recommendations when creating items, listings, content, and/or other information. Any such recommendations may be based upon aggregate search, sales, and/or performance history of similar and current items, listings, content, and/or other information. Results may vary for each individual item, listing, content, and/or information. To power our recommendations experience, you agree that we reserve the right to display historical information including but not limited to sales, performance, and/or popularity of individual items, listings, content, and/or other information to third parties.

### Content & Intellectual Property.

When you provide items, listings, content, and/or other information while using our Products (either directly or indirectly), you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through one or more tiers) right to exercise any and all IP Rights that you may have in that item, listing, content, and/or other information in connection with us operating, offering, expanding, and promoting the Products. This license extends to any medium known currently and to any and all medium that may be developed in the future.

To the greatest extent permitted by law, you agree to waive your right to enforce your IP Rights to said item, listing, content, and/or other information against AuthentiBrand, Inc., as well as against our assignees, our sub-licensees and their assignees, in connection with our, those assignees' and sub-licensees' use of said item, listing, content, and/or other information.

You represent and warrant that, for all such items, listings, content, and/or other information that you provide to us, you own or otherwise control all necessary rights to do so. You further represent and warrant to us that all items, listings, contents and/or other information that you provide to us is accurate. You further represent and warrant that the use of any such item, listing, content, and/or other information (including derivative works thereof) by us, our users, or other third parties via contract with us, in compliance with these Terms, does not and will not infringe upon any IP Rights of any third party. We take absolutely no responsibility, and we assume absolutely no liability, for any content provided by you or any third parties.

We may offer product data, including but not limited to images, descriptions, and specifications. Such data may be provided by third parties, including our users. We may decide to allow you to use said content in your items, listings, contents, and/or information in the Products. If we do so, you agree that we are not responsible for examining or warranting the listings or content provided by third parties via the Products. You further agree that you will not attempt to hold us or our data provider(s) liability for any inaccuracies in the same. Any such product data may include copyrighted, trademarks, and/or other proprietary information and/or data. You must not remove any copyright,

proprietary, or identification markings in any product data, and you must not create any derivative works based upon said product data, except as you may include said data in your items, listings, content, and/or other information.

It is our intent to offer reliable product data. However, we cannot promise that the content provided via the Products will always be available, accurate, up-to-date, and/or complete. You agree that we are not responsible for examining or warranting the items, listings, content, and/or other information provided by third parties via the Products. Further, you must not attempt to hold us and/or our assignees, sub-licensees, and/or data providers liable for any inaccuracies in the same.

The names “AuthentiBrand”, “HoloShield”, “QR Manager”, and “HoloBrands”, among other marks, logos, designs, and phrases that we may use in connection with the Products are our exclusive trademarks, service marks, or trade dress owned exclusively by us in the U.S. and/or other countries. You must not use any such trademark, service mark, and/or trade dress without our prior express written permission.

We may respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. We may work to ensure that all items, listings, content, and/or other information provided via the Products do not infringe upon the copyright, trademark, and/or other intellectual property rights belonging to third parties. If you believe that your IP Rights have been infringed upon, please notify us and we will investigate the issue further.

#### Retention, analysis, and recordation of communications.

We may contact you using autodialed or prerecorded calls and/or text messages at any telephone number that you have previously provided to us. We may do so to notify you about your account; troubleshoot problems associated with your account, resolve disputes, attempt to resolve disputes, collect debts, attempt to collect debts, learn your opinions, or as otherwise reasonably necessary or beneficial to service your account, enforce these Terms, our other policies, applicable law, and provide the Products. We may also contact you using autodialed and/or prerecorded calls, text messages, and/or emails for marketing purposes if you consent to such communications. The information that we collect, how we use it, how we disclose it, how we retain it, and how we protect it are governed by our Privacy Policy.

We may share your contact information with our authorized service providers. Any such service provider may contact you using autodialed or prerecorded calls, text messages, and/or emails only as we may authorize to carry out the purposes of this provision.

We may, in our sole and exclusive discretion and without further notice or warning, monitor or record telephone, text message, and/or email conversations that you, or any agent acting on your behalf, have with us or our agents for the purposes of quality control and training purposes, as well as for our own protection.

Our systems may scan and analyze the contents of every message sent through the Products, including but not limited to messages between users, in order to detect and prevent fraudulent activities or violations of these Terms, as well as for any other purpose, pursuant to our Privacy Policy. Any such scanning may take place before, during, or after such messages are sent, or while the messages are being stored. This may result in messages being delayed or otherwise withheld. We reserve the right to store message content, including but not limited to conducting said scanning and analysis.

Disclaimer and limitation of liability.

We strive to keep our Products safe, secure, and functioning properly. Nonetheless, we cannot guarantee that the Products will continue to operate or that you will be able to access the Products.

You agree and understand that by using the Products, you are doing so at your own risk. We provide the Products on an “AS IS” and “AS AVAILABLE” basis. As such, we exclude and /or disclaim all express or implied warranties, terms, and conditions to the extent allowed by law, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Additionally, we are not liable, and you agree not to hold us responsible, for any or all damages or losses resulting directly or indirectly, to the extent allowed by law:



- The items, listings, content, and/or other information that you directly or indirectly provide while using the Products;
- Your use of, or your inability to use, the Products;
- Price, shipping, format, or other guidance that we may provide;
- Delays or disruptions in the Products;
- Viruses and/or other malicious software collected or obtained in accessing and/or using the Products;
- Glitches, bugs, errors, and/or inaccuracies of any kind whatsoever in the Products;
- Any and all damage to your hardware incurred in the use of the Products;
- Any and all content, actions, or omissions of third parties, including but not limited to the items, listings, content, and/or information via the Products;
- Any and all suspensions and/or other action that we may take in association with your account or a breach of these Terms or any of our other policies;
- The duration, manner, and/or method in which your items, listings, content, and/or other information may appear in search results and QR code results; or,
- Any need you may have to modify practices, content, listings, items, and/or other information, or your behavior or your loss of or inability to perform business, as a result of changes to these Terms or any of our other policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusions of damages. If that is the case in your jurisdiction, such disclaims and/or exclusions may not apply to you.

Notwithstanding anything in these Terms, if we are found liable by any court of competent jurisdiction, our liability to you and/or any third party is limited to the greater of either (1) all amounts due to you by us; or (2), ten dollars (\$10.00).

### Miscellany

If a dispute arises between one or more users, you release us, our affiliates and subsidiaries, and our and their respective officers, directors, employees and/or agents, from claims, demands, and actual and consequential damages of every kind and of every nature, known and unknown, arising out of or in any way related to or concerning such dispute(s). By entering into this release, you expressly waive any protects, statutory or otherwise, that would otherwise limit the coverage of this release to include only claims which you may know or you suspect to exist in your favor at the time that you agree to this release.

You must indemnify and hold us, our affiliates, subsidiaries, and out and their respective officers, directors, employees, and/or agents harmless from any and all claims and demands, including reasonable attorneys fees and costs, made by any third party as a result of you breaching any and all of these Terms, your improper use of the Products, or your violation of any law and/or third party rights.

We reserve the right to amend these Terms, the Privacy Policy, and/or any other policies relating to or concerning the Products at any time by posting the amended terms on a website on the [www.authentibrand.com](http://www.authentibrand.com) domain. We reserve the right to modify, add to, or subtract from the terms and conditions set forth in these Terms, the Privacy Policy, and/or any other policies relating to or concerning the Products. We will strive to provide our users with thirty (30) days' notice of amended terms by posting any such amended terms. Your continued access to or use of the Products constitutes your acceptance of the Terms, as they exist at that time, including amended terms and conditions. These Terms may not be amended in any other manner except by mutual written agreement signed by you and AuthentiBrand, Inc.

Should you create an account for use by or relating to a corporate entity, you represent that you are authorized to act on behalf of the same and to bind said entity to these Terms. Such accounts will be treated as if they are owned and controlled by the respective corporate entity. No agency, partnership, joint venture, employee-employer, or franchise relationship is intended to be created or is created by these Terms.

### Governing law and dispute resolution.

If it turns out that a particular term or provision contained in these Terms is not enforceable, this will not affect any other term or provision.

The headings used in this Agreement are for easy of use and navigation only, and will be given no binding interpretative effect when interpreting the meaning of any of this Agreement's terms or provisions. Within this Agreement, and unless the context requires otherwise, any pronouns will include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs will include the plural and vice versa. Reference to terms and provisions refer to the terms and provisions of this Agreement. Within this Agreement, the terms "include", "includes", "including", or words of like import will be interpreted as being followed by the words "without limitation".

If you do not comply with these Terms and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If us or you commences legal proceeding(s) to interpret or enforce the terms or provisions of these Terms, the prevailing party will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

Unless otherwise specified in these Terms, the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these Terms. You agree that all claims arising out of or relating to these Terms and the Products will be litigated exclusively in the federal or state courts, or in other applicable tribunal of appropriate jurisdiction, located in Pacific Beach, California, USA. You further consent to personal jurisdiction in those courts and/or tribunals.

These Terms, together with the Privacy Policy, contain the entire understanding between the parties as to the Products and thus supersedes all previous or contemporaneous understandings, commitments, or agreement of any kind between the parties related to the Products.

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 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## ARBITRATION

**Please read this section carefully. This sections affects your rights and will have a substantial impact on how disputes between you and AuthentiBrand, Inc. are resolved.**

If a dispute between you and AuthentiBrand, Inc. arises relating to the Products, the dispute will be settled by arbitration according to the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. Both parties will select an arbitrator from a list of arbitrators according to the applicable rules. The hearing will be conducted in Pacific Beach, California, unless both parties consent to a different location. The decision of the arbitrator will be final and binding on all parties.

The prevailing party will be awarded all filing fees and related administrative costs, paid for by the non-prevailing party. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due under this Agreement. California law governs any questions involving contract interpretation. An arbitrator's decision may be entered in any jurisdiction in which a party has assets in order to collect any amounts due under the arbitrator's decision.

If you are a new user of the Products, you can decide reject this ARBITRATION provision ("Opt-Out") by mailing us a written opt-out notice ("Opt-Out Notice"). Any such Opt-Out Notice must be postmarked no later than thirty (30) days after the date that you accept the Terms for the first time. You must mail any such Opt-Out Notice to AuthentiBrand, Inc., RE: OPT-OUT NOTICE, 1804 Garnet Av., Suite 640, Pacific Beach, CA 92109. Any such Opt-Out Notice must include your name, address (including street address, city, state, and zip code), and the account name(s) and email address(es)

associated with the account(s) to which the Opt-Out shall apply. You must sign the Opt-Out Notice for the same to be effective. This is the only procedure by which you can opt out of the arbitration requirements contained in these Terms. If you Opt-Out of the requirement to arbitrate, all other parts of these Terms, including but not limited to its Governing law and dispute resolution section, must continue to apply to you. Opting Out of the requirement to arbitrate must have no effect on any prior, other, or future arbitration agreements that you may have with us.

Contact Information

AuthentiBrand, Inc.  
1804 Garnet Avenue | Suite 640  
Pacific Beach, CA 92109