

## User Agreement

Effective Date: December 27, 2016

This User Agreement ("Terms of Service") is a contract between you ("you" or "User") and Butterfly Wing ("Butterfly Wing", "we," or "us"). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at [www.ButterflyWing.net](http://www.ButterflyWing.net), all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the "Site"), all services, applications and products that are accessible through the Site and all Butterfly Wing mobile applications that link to or reference this Agreement ("Site Services") whether provided by us or our Affiliates.

Subject to the conditions set forth herein, Butterfly Wing may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site and will provide reasonable advance notice of any amendment that includes a Substantial Change. Any revisions to the Terms of Service will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date").

Your continued use of the Site or the Site Services after the Effective Date of a revised version of this Agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Terms of Service as revised.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF SERVICE. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT ENTITY.

### 1. DIGITAL SIGNATURE

By registering for an Butterfly Wing account on the Site (an "Account"), or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have executed this Agreement and the other Terms of Service electronically, effective on the date you register your Account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.). Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, the other

Terms of Service, and any amendments.

## 2. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from Butterfly Wing or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

## 3. BUTTERFLY WING ACCOUNTS

### 3.1 ACCOUNT ELIGIBILITY

To use the Site and certain Site Services, you must register for an Account. Butterfly Wing offers the Site and Site Services for your business purposes only. You understand that you must comply with any licensing or registration requirements with respect to your business, and you represent that you comply with all such requirements. To register for an Account, you must be, and hereby represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an Account, by using the Site or Site Services after the Effective Date if you had an account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to: (a) abide by this Agreement and the other Terms of Service; (b) be financially responsible for your use of the Site; and (c) perform your obligations as specified by any Service Contract that you enter into, unless such obligations are prohibited by applicable law or the Terms of Service. Butterfly Wing reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Site Services upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or such information or other conduct otherwise violates the Terms of Service, or for any other reason or no reason in Butterfly Wing's sole discretion.

### 3.2 ACCOUNT REGISTRATION; PROFILE

By registering for an account, you must complete a User profile ("Profile"). You agree to provide true, accurate, and complete information on your Profile. You agree not to register for more than one Account. You agree not to ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

### 3.3 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that

confirm your identity and your ability to represent your business on Butterfly Wing, if it is a separate legal entity. You authorize Butterfly Wing, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must provide us with information about you and your business.

### 3.4 ACCOUNT ACCESS

When you register for an Account, you will be asked for your gmail.com credentials and later will use those credentials to access the Account. If you don't have gmail.com account you can create one at [www.gmail.com](http://www.gmail.com).

You are entirely responsible for safeguarding and maintaining the confidentiality of your gmail.com credentials. You authorize Butterfly Wing to assume that any person using the Site with your gmail.com credentials, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your gmail.com credentials. You further agree not to use gmail.com credentials of another User of the Site that you are not authorized to use, and not to allow others who are not authorized to do so to use your Account Account at any time.

Butterfly Wing will not use your gmail.com address for any purposes other than allowing you to access your Account or contacting you in case if you are unreachable by bussness email you provided during Account and Profile creation.

### 4. IMMUNITY

A disclosure of information will be immune from prosecution or civil action under the Defend Trade Secrets Act, 18 U.S.C. section 1832, if it: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

### 5. LICENSES AND THIRD-PARTY CONTENT

#### 5.1 SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with the Terms of Service, Butterfly Wing grants you a limited license to access and, if you have created an Account, to use the Site for the purpose of using the Site Services. You must not access (or attempt to access) the Site or Site Services by any means other than the interface provided, and you will not use information from the Site or Site Services for any purposes other than

the purposes for which it was made available. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Site Services in any way for any public or commercial purpose without Butterfly Wing's prior written consent. You must not frame or link to the Site or Site Services except as permitted in writing by Butterfly Wing. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law. You will not access Site Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Site Services. Butterfly Wing and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The Butterfly Wing logos and names are trademarks of Butterfly Wing and may be registered in certain jurisdictions.

## 5.2 USER CONTENT LICENSE

You retain all ownership rights in any User data you upload to Butterfly Wing site. To the extent permitted by applicable law, you also grant to Butterfly Wing and our successors and Affiliates a royalty-free, perpetual, irrevocable, worldwide license to use your data for purposes of improving Butterfly Wing technolog. The licenses to User data granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Account from the Site.

You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "Ideas"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place Butterfly Wing under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, Butterfly Wing does not waive any rights to use similar or related ideas known or developed by Butterfly Wing or obtained from sources other than you.

## 5.3 UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE

You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. You agree that you will not: (a) take any action that imposes or we believe may impose (in our sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display

any content from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Butterfly Wing and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (e) transmit unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (g) collect or harvest any personally identifiable information, including Account names, from the Site; (h) access any content on the Site through any technology or means other than those provided or authorized by the Site.

Additionally, you agree that you will not post or introduce any virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any other software, firmware, hardware, computer system, or network of Butterfly Wing or any third party

#### 5.4 SITE UPDATES

We may from time to time in our sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be subject to the terms of the Terms of Service, unless otherwise provided in terms associated with such Update. Butterfly Wing reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. You agree Butterfly Wing will not be liable to you or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

#### 6. CONFIDENTIAL INFORMATION

A disclosure of information will be immune from prosecution or civil action under the Defend Trade Secrets Act, 18 U.S.C. section 1832, if it: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if

such filing is made under seal. Butterfly Wing will not publish, or cause to be published, any other party's Confidential Information or Work Product.

## 7. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. BUTTERFLY WING MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUTTERFLY WING DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## 8. LIMITATION OF LIABILITY

Butterfly Wing is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your account;
- your reliance on the quality, accuracy, or reliability of calculations made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL BUTTERFLY WING, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES.

## 9. INDEMNIFICATION

You will indemnify, defend, and hold harmless Butterfly Wing, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “Indemnified Party”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) use of the Site and the Site Services by you or your agents, including any payment obligations incurred through use of the Site Services; (b) any Service Contract entered into by you or your agents; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker’s compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents.

## 10. AGREEMENT TERM AND TERMINATION

The Terms of Service as amended from time to time, will become effective on the later of the Effective Date or your first visit to the Site and will remain in effect for the duration of your use of the Site or Site Services. Unless both you and Butterfly Wing expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may terminate the Agreement by deleting your Primary User Account. In the event you properly terminate this Agreement, your right to use the Site is automatically revoked, and your Primary User Account and all other User Accounts linked to the Primary User Account will be closed.

Without limiting Butterfly Wing’s other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, Butterfly Wing or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. If your Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Butterfly Wing’s prior written consent.

If your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the Site. You understand that any closure of your Account may involve deletion of any content stored in your Account for which Butterfly Wing will have no liability whatsoever.

## 10.1 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions protecting Confidential Information, protecting intellectual property, requiring non-circumvention, indemnification and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

## 11. GENERAL

### 11.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Butterfly Wing relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof.

### 11.2 NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

### 11.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Butterfly Wing's prior written consent in the form of a written instrument signed by a duly authorized representative of Butterfly Wing. Butterfly Wing may freely assign this Agreement or the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service will inure to the benefit of the successors and permitted assigns of the parties.



#### 11.4 SEVERABILITY

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

#### 12. DEFINITIONS

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Butterfly Wing.

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

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.