



Be Truly Local Inc. User Agreement

AGREEMENT PROVISIONS

This User Agreement (“Agreement”) governs your access to and use of the Be Truly Local (“BTL”) or a BTL-affiliated mobile application (the “App”), provided by Be Truly Local, Inc. (“we,” “us,” or “our”). By accessing or using the App, you agree to be bound by this Agreement. Please read it carefully before using the App. If you do not agree with the terms of this Agreement, do not access or use the App.

1. Acceptance of Terms

By downloading, installing, or otherwise using the App, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into this Agreement. If you are using the App on behalf of an entity, you represent and warrant that you have the authority to bind such entity to this Agreement.

2. App Description

Be Truly Local is a mobile application that connects users with local businesses offering promotions and rewards. Users can browse participating businesses, discover and claim promotions, access merchant’s information and location, and earn and spend credits for purchases at participating businesses through the App.

3. User Accounts

To access features of the App, you will be required to provide your email address to create an account for credit rewards to spend at participating businesses. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

4. Rewards Program

The App offers a rewards program (“Rewards Program”) that allows users to earn credits for claiming promotions by making purchases at participating businesses. The terms and conditions of the Rewards Program, including earning and spending promotion credits, redemption options, and expiration dates, are subject to change at our sole discretion. We reserve the right to modify or terminate the Rewards Program at any time. Promotion credits have no cash value and cannot be redeemed for cash.

5. Promotions

Participating businesses are responsible for the content and validity of the promotions and deals offered through the App. We do not guarantee the availability or accuracy of any promotions or deals. Any disputes regarding a promotion or deal should be resolved directly with the participating business.

6. User Content

You may be able to submit content to the App, such as reviews and ratings (“User Content”). You are solely responsible for your User Content. You represent and warrant that you have all necessary rights to your User Content and that your User Content does not infringe on the

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intellectual property rights or other rights of any third party. By submitting User Content, you grant us a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and distribute your User Content in connection with the App.

7. Minimum Age

You must be at least 18 years old (or the age of majority in your state) to use this Site. Users aged 13-17 may only use the Site with a legal guardian's supervision and agreement to these terms. This App is not for children under 13. Age restrictions apply to certain products, and we will use reasonable commercial efforts to provide disclaimers for promotions with minimum age requirements.

8. Prohibited Conduct

You agree not to:

- Use the App for any illegal or unauthorized purpose.
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with, disrupt or degrade the operation of the App or the servers or networks connected to the App.
- Attempt to gain unauthorized access to any part of the App or any other user's or merchant's account.
- Use any robot, spider, scraper, or other automated means to access the App.
- Violate any applicable laws or regulations.

9. Termination

We may, at any time and without notice, limit, suspend, or terminate your access to all or part of the App. This termination won't affect any other rights we may have. Upon termination or suspension, your right to use the App immediately ceases, and you must discontinue use and delete/uninstall the App from your device. We may also immediately and permanently deactivate your account and delete any associated information or content.

10. Intellectual Property

The App and its content, including but not limited to text, graphics, logos, and trademarks, are the property of Be Truly Local, Inc. and are protected by copyright and other intellectual property laws.

11. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE APP WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Limitation of Liability

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TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or expenses (including attorneys' fees) arising out of your use of the App or your breach of this Agreement.

14. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

15. Changes to this Agreement

We may update this Agreement from time to time. We will notify you of any material changes by posting the updated Agreement in the App or on our website. Your continued use of the App following the posting of the updated Agreement constitutes your acceptance of the changes.

16. Contact Us

If you have any questions about this Agreement, please contact us at:

5184 Main Street, Unit #4 Lexington, MI 48450

admin@betrulylocal.com

17. Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding the App and supersedes all prior agreements and understandings, whether written or oral.

By using the App, you acknowledge that you have read, understood, and agree to be bound by this User Agreement.