## **Welcome to Our Websites and Services!**

Tribe Apps LLC ("we," "us," "our") provides its services (described below) to you through its multiple websites, including www.Tribe Apps LLC and www.RequestWeed.com,, www.RWIWouldLove.com and their respective subdomains and email addresses (collectively, the "Sites"), and through its mobile applications and related services (collectively, such services, including any new features and applications, along with the Sites, referred to as the "Service(s)"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on the relevant pages of each Site and will indicate at the top of the page the date these terms were last revised. We will also notify you, either through the Service's user interface, in an email notification, or through other reasonable means applicable to the service you are using. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of any of the Service(s) after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST Tribe Apps LLC and Sites ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at https://RWIWouldLove.com/privacy. All such terms are hereby incorporated by reference into these Terms of Service.

## **Key Points**

Tribe Apps LLC and Sites is not a marijuana dispensary, collective or cooperative. It is a service that connects cannabis collectives or cooperatives (collectively, "Dispensaries") with their customers and/or primary caregivers. Tribe Apps LLC and Sites does not offer delivery services, set pricing, or maintain any inventory of cannabis. Tribe Apps LLC and Sites offers you the convenience of receiving information about the Dispensaries.

Tribe Apps LLC and Sites does not act in any way as a marijuana delivery service and so we have no responsibility or liability for any delivery services provided to you. Tribe Apps LLC and Sites neither endorses nor is responsible for the accuracy or reliability of any information, content, quality of goods or services offered by the Dispensaries and cannot make any representations or warranties with respect to whether the Dispensaries are compliant with applicable rules and regulations. All questions regarding Dispensaries' products and/or services featured on the Site and/or the Services should be directed to the appropriate Dispensaries.

The information provided through the Services is not intended to be a substitute for professional medical advice, diagnosis, cure or treatment. Tribe Apps LLC and Sites does not recommend or endorse any specific physicians, products, tests, procedures, opinions or other information that may be mentioned on the Site and/or the Services.

Always seek the advice of a qualified medical professional with any questions you may have regarding your condition. Do not disregard professional medical advice or delay in seeking it because of Information on the Site and/or the Services. Reliance on any Information is solely at your own risk.

# **Disclaimers and Acknowledgements**

Tribe Apps LLC and Sites is a Technology Platform: You expressly agree and acknowledge that Tribe Apps LLC and Sites: (i) is a technology service provider; (ii) is not a licensed medical or adult-user cannabis retailer, manufacturer or brand; (iii) does not itself provide delivery services to consumers; and (iv) does not cultivate, manufacture, package, label, test, or sell medical or adult-use cannabis. It is the sole responsibility of the Dispensary to offer its services to you in a legal and compliant manner, which are facilitated through its use of the Site and Services.

Compliance with Federal Law: Marijuana is included on Schedule 1 under the United States Controlled Substances Act. Under the federal laws of the United States of America, manufacturing, distributing, dispensing or possession of marijuana is illegal, and individuals are subject to arrest and/or prosecution for doing so. You acknowledge that it is your responsibility to ensure compliance with these laws. Tribe Apps LLC and Sites disclaims any and all liability relating to the use of its website and applications in violation of any federal laws, rules and/or regulations.

Compliance with State Law: You expressly acknowledge that the Site is for those residing in states with laws regulating the use of medical or recreational cannabis and that the laws surrounding recreational and medical use are established pursuant to their respective State laws. You expressly acknowledge and assume full responsibility for cooperating with the laws of the state and municipality where you reside. Further, Tribe Apps LLC and Sites disclaims any and all liability relating to the use of its website and applications in violation of any state laws, rules and/or regulations.

**Health Information:** You expressly acknowledge, agree, and understand that any statements relating to cannabis goods, accessories or any other products available on the Site or through the Services have not been evaluated by the FDA. Neither the products nor the ingredients in any of the products have been approved or endorsed by the FDA or any regulatory agency. The products available on the Site or through the Services are not intended to diagnose, treat, cure, mitigate, or prevent any medical condition, illness, or disease in humans or animals. The information provided is designed for education purposes only and is not intended to be a substitute for informed medical advice or care. If you are pregnant, nursing, taking medication, or have a medical condition, we suggest consulting with a physician before using any products offered or purchased through the Site or Services.

### Access and Use of the Service

**Services Description:** Tribe Apps LLC and Sites connects cannabis collectives and cooperatives (collectively, "Dispensaries") with their customers and/or primary caregivers (the "Services").

Your Registration Obligations: You may be required to register with Tribe Apps LLC and Sites in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. You must be at least 18 years old to use the Services. By using the Services, you expressly represent and warrant that you are at least 18 years old, are legally entitled to enter into these Terms of Service, and have the right, authority, and capacity to enter into and abide by the terms and conditions of these Terms of Service. You agree that if you are not at least 18 years old, you are prohibited from using, and will not attempt to use, the Services.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. Under some circumstances, as part of the process of creating an account, you will be asked to select a username and password. Tribe Apps LLC and Sites may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is disrespectful, vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You agree to (a) immediately notify Tribe Apps LLC and Sites of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Tribe Apps LLC and Sites will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** Tribe Apps LLC and Sites reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Tribe Apps LLC and Sites will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Tribe Apps LLC and Sites may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Tribe Apps LLC and Sites's servers on your behalf. You agree that Tribe Apps LLC and Sites has no responsibility or liability for the deletion or failure to store any data or

other content maintained or uploaded by the Service. You acknowledge that Tribe Apps LLC and Sites reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Tribe Apps LLC and Sites reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Tribe Apps LLC and Sites and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Tribe Apps LLC and Sites account information to ensure that your messages are not sent to the person that acquires your old number.

## **Conditions of Use**

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Tribe Apps LLC and Sites. Tribe Apps LLC and Sites reserves the right to investigate and take appropriate legal action against anyone who, in Tribe Apps LLC and Sites's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

email or otherwise upload any content that (i) infringes any intellectual property or other
proprietary rights of any party; (ii) you do not have a right to upload under any law or
under contractual or fiduciary relationships; (iii) contains software viruses or any other
computer code, files or programs designed to interrupt, destroy or limit the functionality

of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Tribe Apps LLC and Sites, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Tribe Apps LLC and Sites or its users to any harm or liability of any type;

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Fees: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Tribe Apps LLC and Sites information regarding your credit card or other payment instrument. You represent and warrant to Tribe Apps LLC and Sites that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Tribe Apps LLC and Sites the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. Any fees that Tribe Apps LLC and Sites may charge you for the Service are due immediately and are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to the Service either planned, accidental or intentional, or any reason whatsoever. We reserve the right to change Tribe Apps LLC and Sites's prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed

amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Tribe Apps LLC and Sites's net income.

Special Notice for International Use; Export Controls: The Site and the Services are controlled and operated from its facilities in the United States. Tribe Apps LLC and Sites makes no representations that the Site or the Services are appropriate or available for use in other locations. Those who access or use the Site or the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You 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. Government list of prohibited or restricted parties. Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

**Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

## **Transactions Between Buyers and Sellers**

Through the Site, Tribe Apps LLC and Sites may provide electronic web-based platforms for exchanging information between buyers and sellers of products and services. However, for any Services, Tribe Apps LLC and Sites does not represent either the seller or the buyer in specific transactions. Tribe Apps LLC and Sites does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

You are hereby made aware that there may be risks of dealing with people acting under false pretenses. Tribe Apps LLC and Sites uses several techniques to verify the accuracy of certain information our users provide us when they register on the Site or for the Services. However, because user verification on the Internet is difficult, Tribe Apps LLC and Sites cannot and does not confirm each user's purported identity. We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

Buyers and sellers accessing or using the Site or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Site or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Site. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate third party rights, and the risk that you may incur costs of defense or other costs in connection with third parties' assertion of such third party rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of third party rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Site or Services. All of the foregoing risks are referred to as "Transaction Risks". Tribe Apps LLC and Sites is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

To the extent that you have placed an eCommerce order with a New York-based Dispensary and another individual will be picking up the order on your behalf (or on behalf of the individual for whom the order was placed), you attest that the individual picking up the order on your behalf is 21 years of age or older.

You agree to provide all information and materials as may be reasonably required by Tribe Apps LLC and Sites in connection with your transactions conducted on, through or as a result of use of the Site or Services. Tribe Apps LLC and Sites has the right to suspend or terminate your account if you fail to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

In the event that you have a dispute with any party to a transaction, you agree to release and indemnify Tribe Apps LLC and Sites (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

## **Product Descriptions**

Tribe Apps LLC and Sites attempts to be as accurate as possible in product descriptions or images for products available through the Services. However, Tribe Apps LLC and Sites is not a Dispensary and does not itself package, test, or label the products available on the Site or through the Services. Tribe Apps LLC and Sites does not warrant that product descriptions, images, or other content available on the Site or through the Services is accurate, complete, reliable, current, or error-free.

You acknowledge and agree that amounts in product descriptions on the Site and through the Services are averages or estimates, and that amounts may vary for individual items, packages, or orders that you receive. Amounts on the Site include, without limitation, the level (by weight, mass, volume, or percentage) of THC, CBD, other cannabinoids, and terpenes in a product, the total weight, mass, or volume of a product, the size, number of individual items, or services, in a product, and any other unit of measurement related to a product.

# **Third Party Distribution Channels**

Tribe Apps LLC and Sites offers Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our

Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Tribe Apps LLC and Sites and you acknowledge that these Terms of Service are
  concluded between Tribe Apps LLC and Sites and you only, and not with Apple Inc.
  ("Apple"), and that as between Tribe Apps LLC and Sites and Apple, Tribe Apps LLC and
  Sites, not Apple, is solely responsible for the Apple-Enabled Software and the content
  thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to
  use the Apple-Enabled Software on an iOS Product that you own or control, as permitted
  by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In
  the event of any failure of the Apple-Enabled Software to conform to any applicable
  warranty, you may notify Apple, and Apple will refund the purchase price for the
  Apple-Enabled Software to you, if any; and, to the maximum extent permitted by
  applicable law, Apple will have no other warranty obligation whatsoever with respect to
  the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or
  expenses attributable to any failure to conform to any warranty, which will be Tribe Apps
  LLC and Sites's sole responsibility, to the extent it cannot be disclaimed under applicable
  law
- Tribe Apps LLC and Sites and you acknowledge that Tribe Apps LLC and Sites, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's
  possession and use of that Apple-Enabled Software infringes that third party's
  intellectual property rights, as between Tribe Apps LLC and Sites and Apple, Tribe Apps
  LLC and Sites, not Apple, will be solely responsible for the investigation, defense,
  settlement and discharge of any such intellectual property infringement claim.
- You 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. Government list of prohibited or restricted parties.

 If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Tribe Apps LLC and Sites, at support@Tribe Apps LLC and Sites.

Tribe Apps LLC and Sites and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

## **Intellectual Property Rights**

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Tribe Apps LLC and Sites, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Tribe Apps LLC and Sites from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Tribe Apps LLC and Sites, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Tribe Apps LLC and Sites.

The Tribe Apps LLC and Sites name and logos are trademarks and service marks of Tribe Apps LLC and Sites (collectively the "Tribe Apps LLC and Sites Trademarks"). Other Tribe Apps LLC and Sites, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Tribe Apps LLC

and Sites. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Tribe Apps LLC and Sites Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Tribe Apps LLC and Sites Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will Tribe Apps LLC and Sites be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Tribe Apps LLC and Sites does not pre-screen content, but that Tribe Apps LLC and Sites and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Tribe Apps LLC and Sites and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Tribe Apps LLC and Sites, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Tribe Apps LLC and Sites and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Tribe Apps LLC and Sites are non-confidential and Tribe Apps LLC and Sites will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Tribe Apps LLC and Sites may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is

reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Tribe Apps LLC and Sites, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Copyright Complaints:** Tribe Apps LLC and Sites respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Tribe Apps LLC and Sites of your infringement claim in accordance with the procedure set forth below.

Tribe Apps LLC and Sites will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Tribe Apps LLC and Sites's Copyright Agent at team@rwiwouldlove.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Tribe Apps LLC 157 Island Path Hampton NH 03842

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your
   Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent
  to the jurisdiction of the federal court located within the District of Oregon and a
  statement that you will accept service of process from the person who provided
  notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Tribe Apps LLC and Sites will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Tribe Apps LLC and Sites has adopted a policy of terminating, in appropriate circumstances and at Tribe Apps LLC and Sites's sole discretion, users who are deemed to be repeat infringers. Tribe Apps LLC and Sites may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

# **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Tribe Apps LLC and Sites has no control over such sites and resources and Tribe Apps LLC and Sites is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Tribe Apps LLC and Sites will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or

reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Tribe Apps LLC and Sites is not liable for any loss or claim that you may have against any such third party.

## **Social Networking Services**

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Tribe Apps LLC and Sites's use, storage and disclosure of information related to you and your use of such services within Tribe Apps LLC and Sites (including your friend lists and the like), please see our Privacy Policy at <a href="https://www.rwiwouldlove.com/privacy">https://www.rwiwouldlove.com/privacy</a>. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Tribe Apps LLC and Sites shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Tribe Apps LLC and Sites is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Tribe Apps LLC and Sites is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Tribe Apps LLC and "Sites enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## **Indemnity and Release**

You agree to release, indemnify and hold Tribe Apps LLC and Sites and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Tribe Apps LLC and Sites EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Tribe Apps LLC and Sites MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Tribe Apps LLC and Sites MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD-PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

# **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Tribe Apps LLC and Sites WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Tribe Apps LLC and Sites HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL Tribe Apps LLC and Sites'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID Tribe Apps LLC and Sites IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

# Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

#### **Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Tribe Apps LLC and Sites, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Tribe Apps LLC and Sites are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Prohibition of Class and Representative Actions and Non-Individualized Relief YOU AND Tribe Apps LLC and Sites AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND Tribe Apps LLC and Sites AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

## **Pre-Arbitration Dispute Resolution**

Tribe Apps LLC and Sites is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at **team@rwiwouldlove.com**. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Tribe Apps LLC and Sites should be sent to 2728 NW Potts Ct. Ste 100, Bend, OR 97703 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Tribe Apps LLC and Sites and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Tribe Apps LLC and Sites may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Tribe Apps LLC and Sites or you shall not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which you or Tribe Apps LLC and Sites is entitled.

#### **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer\_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Tribe Apps LLC and Sites and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Tribe Apps LLC and Sites agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by 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 award is based.

#### **Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Tribe Apps LLC and Sites will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Tribe Apps LLC and Sites will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Tribe Apps LLC and Sites will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

#### Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

#### Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

#### **Future Changes to Arbitration Agreement**

Notwithstanding any provision in this Terms of Service to the contrary, Tribe Apps LLC and Sites agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Tribe Apps LLC and Sites written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

#### **Termination**

You agree that Tribe Apps LLC and Sites, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Tribe Apps LLC and Sites believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Tribe Apps LLC and Sites may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Tribe Apps LLC and Sites may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Tribe Apps LLC and Sites will not be liable to you or any third party for any termination of your access to the Service.

## **User Disputes**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Tribe Apps LLC and Sites will have no liability or responsibility with respect thereto. Tribe Apps LLC and Sites reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## General

These Terms of Service constitute the entire agreement between you and Tribe Apps LLC and Sites and govern your use of the Service, superseding any prior agreements between you and Tribe Apps LLC and Sites with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Oregon without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Tribe Apps LLC and Sites agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Deschutes County, Oregon. The failure of Tribe Apps LLC and Sites to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Tribe Apps LLC and Sites, but Tribe Apps LLC and Sites may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you

of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

# **Your Privacy**

At Tribe Apps LLC and Sites, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

## **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Tribe Apps LLC, Inc., 157 Island Path Hampton NH 03842, MPR@TribeApps.com

# **Questions? Concerns? Suggestions?**

Please contact us at team@RWIWouldLove.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.