

Dropwise, Inc. Terms and Conditions

(For United States residents)

Effective: August 7, 2018

Introduction

Your use of WooDeals is subject to these Terms of Service (these “Terms”). For the purposes of these Terms, any reference in these Terms to “WooDeals” refers to WooDeals and all WooDeals-related services provided by us. By using WooDeals, you are agreeing to be bound by these Terms between you and Dropwise, Inc. (“we”, “our”, and “us”). Please review these Terms to understand how you can and cannot use WooDeals. You must comply with these Terms in your use of WooDeals and only use WooDeals as permitted by applicable laws and regulations, wherever you may be when you use them.

Changes to WooDeals and These Terms

We are continuously improving our Services and making new ones. This means that we may from time to time add, change or remove features from WooDeals. We may take any of these actions at any time and may not provide you with any prior notice. By continuing to use WooDeals after we make changes to WooDeals, you are agreeing to be bound by these Terms. Please note that WooDeals software may not operate properly, or at all, if updates are not installed by you. Also note that we are not obligated to provide any technical support.

When we deem it appropriate to make changes to these Terms, we will (where reasonably practicable) notify you (via WooDeals.io or direct communication in the Service) prior to the change becoming effective. By continuing to use WooDeals after we make changes to these Terms, you are agreeing to be bound by the revised Terms.

You may automatically download and install any software upgrades, updates or other new features that we provide. You may not copy, modify, distribute, sell, or lease any part of our Services, nor reverse engineer or attempt to extract the source code of our software, unless laws you have our written permission to do so or laws prohibit these restrictions.

Who Can Use the Services

If you are under the age of 13, you must not use WooDeals. If you are between the ages of 13 and 18, your parent or guardian must agree to these Terms (both for themselves and on your behalf). By using the Services you state that you can form a binding contract with Dropwise, Inc.

Account

Dropwise, Inc. grants you a limited, personal, royalty-free, non-exclusive, non-transferable, non-sublicensable and revocable account to access the Services. This account is for the sole purpose of letting you use and enjoy the Services' benefits in a way that these Terms allow. You are allowed no more than one account unless you have our written permission to do so. Accounts with WooDeals are restricted to current university students. If you attempt to use WooDeals and are not a current university student, you will terminate these Terms.

Accounts may be created directly with WooDeals. You are responsible for: (i) safeguarding your account details and (ii) all use of WooDeals under your account.

Although we hope you stay with us, you may terminate the account at any time and for any reason by deleting the account. Dropwise, Inc. holds the right to terminate your account at any time and for any reason. This includes deactivating your account due to prolonged inactivity.

Gifting, transferring or otherwise permitting other persons to access your account is prohibited. Using or attempting to use another user's account, username, or password without their permission is prohibited. You will also not solicit another user's login credentials.

Respecting others' Rights

Dropwise, Inc. respects the rights of others, and so should you. As such, you may not use the Services in a manner that:

- Violates or infringes someone else's intellectual-property, trademark, copyright, privacy or publicity rights.
- Spams or solicits our users.

Use must also respects the rights of Dropwise, Inc. These Terms do not grant you any right to:

- Our intellectual property and any WooDeals software (including any future updates). This includes, but it not limited to the use of our branding, logos, designs, product names, domain names, photographs, videos or any other materials from our service.
- Use the Services or any content on the Services for any commercial purposes without our consent.
- Copy, archive, download, distribute, or otherwise use any portion of the Services or the content on the Services except as authorized by these Terms.

Privacy

We respect your privacy. To understand how we handle your information when you handle our services please read our [Privacy Policy](#). We recommend that you review the Privacy Policy because, by using our Services, you agree that Dropwise, Inc. can collect use, and share your information consistent with that policy.

Student Discounts

You are responsible for presenting your Verified Student ID to a business to be approved for the student discount featured on the WooDeals application. This ID helps verify to the business that you are indeed a current university student.

Data Charges

You are responsible for any data charges that may occur from using our Services.

Third-Party Services and Content

If you use a service that is operated by a third party and we make available through our Services (including Services we jointly offer with the third party), each party's terms will govern your relationship with each respective party (e.g. Facebook Login). Dropwise, Inc. is not responsible or liable for a third party's terms or actions.

While we may review (but make no commitment to review) the content of third-parties on WooDeals, we are not responsible for and we do not endorse or guarantee the lawfulness, accuracy or reliability of any content submitted to, displayed by, or linked by WooDeals, including content provided by third-parties. You acknowledge that in using WooDeals, you may be exposed to content that is inaccurate or misleading. Your use of or reliance on content accessible from WooDeals is at your own risk. These Terms do not grant you the right to any content that may be accessed in your use of the Service.

While we will strive to vet (but make no commitment to vet) the businesses featured on WooDeals, we do not guarantee the quality or reliability of these third-party organizations or their services provided.

We may remove or refuse to make available or link to any certain content or third-party services if they infringe intellectual property rights, are defamatory, violate any rights, pose any risk to the security or performance of WooDeals, or for any other reason we deem reasonably material.

Indemnity

You agree, to the extent permitted by law, to indemnify and hold harmless Dropwise, Inc. (the company, officers, directors, and employees) from any and all complaints, claims, actions, damages, debts, losses, expenses, costs, and liability arising from or relating in any way to (i) your access to or use of these Services or (ii) your breach of these Terms.

Disclaimer

While we try to keep the Services running and free of annoyances, WooDeals is provided on an "as is" and "as available" basis and as such we do not warrant that: (i) the Services will always be secure, error-free, or timely; (ii) the Service will always function without delays, disruptions or

imperfections; (iii) any information provided by the Services will be timely or accurate; or (iv) WooDeals will be compatible with your device. Dropwise, Inc. takes no responsibility for any incurred damages, expenses or other losses due to disruptions to the Service. To the extent permitted by applicable laws and regulations, you waive any and all implied representations, warranties and undertakings.

Limitation of Liability

To the maximum extent permitted by law, Dropwise, Inc. and our managing members, shareholders, and employees will not be liable for any indirect, incidental, special consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Services; (ii) the conduct or content of other users or third parties on or through the Service; (iii) unauthorized access, use or alteration of your content, even if Dropwise, Inc. has been advised of the possibility of such damages. In no event will Dropwise, Inc.'s aggregate liability for all claims relating to the Services exceed the greater of \$100 USD or the amount you paid Dropwise, Inc., if any, in the last 6 months.

These Terms govern the relationship between you and us. Your dealings with all third-parties, including those on WooDeals, are solely between you and the relevant third-party. We have no liability to you in relation to any third-parties, including any content, services or software provided by third parties found on WooDeals.

Arbitration

- **Applicability of Arbitration Agreement.** Any dispute, controversy or claim (including claim, tort or otherwise) arising from or related to these terms, including their existence, validity, interpretation, performance, breach or termination, that cannot be resolved in small claim court will be resolved by binding arbitration. Your and Dropwise, Inc. are not required to to arbitrate any dispute in which a party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. "Any dispute" refers to any claim or dispute that arose between us prior to the effective date of these Terms.
- **Arbitration Rules.** The interpretation and enforcement of this provision is governed by the Federal Arbitration Act. Arbitration will be initiated by through the American Arbitration Association ("AAA") and will governed by the AAA Consumer Arbitration Rules. These rules will govern all aspects of this arbitration, except where those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator.
- **Authority of Arbitrator.** The arbitrator will decide the jurisdiction of the arbitration and the right and liabilities, if any, of you and Dropwise, Inc. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's

rules, and these Terms. The arbitrator has the same authority to award relief on an individual basis that judge in court of law would have. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding between you and Dropwise, Inc.

- **Small Claims Court.** Notwithstanding what was said prior, either you or Dropwise, Inc. may present an individual action to small claims court.
- **Arbitration Agreement Timespan.** This arbitration agreement will survive the termination of your relationship with Dropwise, Inc.

Security

We try hard to keep our Services a safe place for all where anyone can donate ‘drops’ to help change the world how they see fit. By using the Service, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms (e.g. self-serving).
- You will not use any robot, spider, crawler, scraper or other automated means to access our Services or extract other user’s information.
- You will not use or develop any third-party applications that interfere with the Services or other user’s information without our written consent.
- You will not upload malicious code (e.g. viruses) or otherwise compromise the security of the Services, nor will probe, scan or test the vulnerability of our Services.
- You will not encourage or promote any activity that violates these Terms.

Final Terms

- These Terms constitute the entire agreement between you and Dropwise, Inc. and supersede any prior agreements.
- These Terms do not create or confer any third-party beneficiary rights.
- If we do not enforce a provision in these Terms, it will not be considered a waiver.
- We reserve all rights that are not expressly granted to you in these Terms.
- The rights or obligations presented in these Terms may not be transferred without our written consent.