

THIS MERCHANT USER LICENSE AGREEMENT (THE "AGREEMENT") DATED AS OF THE DATE OF ACCEPTANCE BY MEANS OF A CLICK-THROUGH, IS MADE BY AND AMONG GO LOCAL GO SMART A DBA OF CBLLC AND THE ENTITY DESIGNATED BY THE REGISTRATION DATA PROVIDED HERewith (LICENSEE) AND APPLIES TO LICENSEE'S USE OF SOFTWARE DOWNLOADED FROM THE APP STORE AND LICENSEE'S USE OF SERVICES PROVIDED BY GOLOCALGOSMART.COM.

READ THIS LICENSE CAREFULLY BEFORE LOADING ANY SOFTWARE FROM GO LOCAL GO SMART OR USING THE SOFTWARE OR SERVICES OF GO LOCAL GO SMART. BY LOADING THE SOFTWARE OR USING THE SERVICES, LICENSEE ACCEPTS AND AGREES TO BECOME BOUND BY THE TERMS OF THIS LICENSE.

GO LOCAL GO SMART RESERVES THE RIGHT TO MODIFY THE TERMS OF THIS AGREEMENT BY PROVIDING NOTICE OF CHANGES ON THE GOLOCALGOSMART.COM WEBSITE. LICENSEE TO STAY INFORMED ABOUT SUCH CHANGES. LICENSEE AGREES THAT LICENSEE'S CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES ARE ANNOUNCED CONSTITUTE ACCEPTANCE OF SUCH CHANGES.

LICENSEE AGREES THAT THE SOFTWARE AND WEBSITE SERVICES ARE PROVIDED "AS IS." ANY USE OF THE GO LOCAL GO SMART SOFTWARE AND WEBSITE IS AT LICENSEE'S SOLE AND ABSOLUTE RISK. IN NO EVENT, WILL GO LOCAL GO SMART OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE GO LOCAL GO SMART WEBSITE SERVICES, ERRORS IN OR LOSS OF ANY DATA, EVEN IF GOLOCALGOSMART IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, GO LOCAL GO SMART AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR SERVICES, LOSS OF DATA, THE COSTS OF RECOVERING DATA, ANY CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS. GO LOCAL GO SMART MAKES NO WARRANTY OF ANY KIND AS TO THE SUITABILITY OR ADEQUACY OF THE GO LOCAL GO SMART SOFTWARE OR WEBSITE SERVICES FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT SHARING OF ITS ACCOUNT INFORMATION, LOGIN INFORMATION OR PASSWORDS SHALL BE AT ITS SOLE AND ABSOLUTE RISK AND THAT GO LOCAL GO SMART AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGE ARISING AS A RESULT OF SUCH SHARING.

GO LOCAL GO SMART AND ITS AFFILIATES SHALL RETAIN THE OWNERSHIP OF THIS COPY OF GO LOCAL GO SMART SOFTWARE AND THE DOCUMENTATION PROVIDED THEREWITH (REFERRED TO AS A SINGLE ENTITY, OR AS COMPONENTS, AS "THE LICENSED SOFTWARE") WHICH IS LICENSED ON A NON-EXCLUSIVE BASIS FOR USE UNDER THE FOLLOWING CONDITIONS.

PERMITTED USES

SUBJECT TO THE TERMS HEREUNDER, GO LOCAL GO SMART HEREBY GRANTS TO LICENSEE A LIMITED, NONEXCLUSIVE, NON-TRANSFERRABLE LICENSE, WITHOUT THE RIGHT TO SUB-LICENSE, TO INSTALL AND OPERATE THE LICENSED SOFTWARE AND TO OPERATE AN ACCOUNT ON THE GO LOCAL GO SMART WEBSITE SOLELY FOR THE BENEFIT OF LICENSEE AND NOT FOR ANY THIRD PARTY, UNTIL THE TERMINATION OF THIS AGREEMENT. ANY RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED. THERE ARE NO IMPLIED RIGHTS OF ANY KIND.

PROHIBITED USES. YOU SHALL NOT

(A) MAKE COPIES OF OR FURTHER DISTRIBUTE THE LICENSED SOFTWARE, INCLUDING COPYING ONTO ANY OTHER MEDIUM, (B) DISTRIBUTE, RENT, SUBLICENSE, LEASE, RESELL, OR ASSIGN THE LICENSED SOFTWARE, (C) ALTER, MODIFY OR ADAPT THE LICENSED SOFTWARE OR THE GO LOCAL GO SMART WEBSITE, INCLUDING BUT NOT LIMITED TO, TRANSLATING, DECOMPILING, DISASSEMBLING, REVERSE ENGINEERING, OR CREATING DERIVATIVE WORKS, (D) RESELL, RENT OR OTHERWISE PROVIDE ACCESS TO THE GO LOCAL GO SMART WEBSITE SERVICES TO A THIRD PARTY OR (E) TAKE ANY ACTION IN AN ATTEMPT TO OBTAIN ANY OTHER USER'S DATA, CAUSE MALFUNCTION, CRASH, TAMPER WITH OR OTHERWISE IMPAIR THE GO LOCAL GO SMART WEBSITE AND IT SERVICES. ANY RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY GO LOCAL GO SMART.

NO RIGHTS IN THE GO LOCAL GO SMART SOFTWARE OR SERVICES ARE GRANTED, WHETHER EXPRESSLY OR BY IMPLICATION, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS IN ANY PATENTS, COPYRIGHTS, TRADEMARKS OR TRADE SECRETS EMBODIED THEREIN, EXCEPT IN CONNECTION WITH THE PERMITTED USES EXPRESSLY DESCRIBED HEREIN.

FEES

LICENSEE AGREES TO TIMELY PAY THE MONTHLY FEE SET OUT IN THE ORDER FORM ON AS REQUIRED BY THE GOLOCALGOSMART.COM WEBSITE. YOU AGREE TO THE BILLING POLICY, INCORPORATED HEREIN, AND LOCATED [HERE](#). FAILURE TO COMPLY WITH OR OTHERWISE PAY FEES DUE IS A MATERIAL BREACH OF THIS AGREEMENT.

END CUSTOMER PERSONAL INFORMATION

LICENSEE AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSEE SHALL HANDLE ANY PERSONALLY IDENTIFIABLE INFORMATION THAT IT INPUTS INTO THE GO LOCAL GO SMART SYSTEM IN THE FOLLOWING MANNER: (I) IN THE EVENT LICENSEE SEEKS TO EXPORT SUCH DATA, LICENSEE SHALL USE A COMMERCIALY REASONABLE CONTACT MANAGEMENT TOOL TO PROVIDE AN OPT-OUT MECHANISM FOR ANYONE WHO HAS PROVIDED LICENSEE PERSONALLY IDENTIFIABLE INFORMATION THAT IS STORED ON GO LOCAL GO SMART'S SYSTEMS, (II) LICENSEE AGREES THAT GO LOCAL GO SMART CAN DELETE SUCH DATA IN THE EVENT THE PERSON WHOSE DATA IT IS EXERCISES THE GO LOCAL GO SMART OPT-OUT MECHANISM AND (III) ANY USE OF SUCH DATA BY LICENSEE SHALL COMPLY WITH GO LOCAL GO SMART'S PRIVACY POLICY. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS GO LOCAL GO SMART FROM ANY CLAIM BROUGHT AGAINST GO LOCAL GO SMART ALLEGING THAT PERSONAL INFORMATION STORED ON GO LOCAL GO SMART WAS IMPROPERLY USED WHERE SUCH USE WAS BY LICENSEE WHILE SUCH INFORMATION WAS STORED ON GO LOCAL GO SMART OR ANY USE AFTER LICENSEE HAS EXPORTED SUCH DATA.

TERMINATION

LICENSEE MAY TERMINATE THIS LICENSE AT ANY TIME. GO LOCAL GO SMART, IN ITS SOLE DISCRETION, HAS THE RIGHT TO SUSPEND OR TERMINATE THIS LICENSE AND YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE SERVICE FOR ANY REASON AT ANY TIME IF YOU DO NOT COMPLY WITH THIS AGREEMENT. THIS LICENSE AND LICENSEE'S RIGHT TO USE THE LICENSED SOFTWARE AND GO LOCAL GO SMART SERVICES AUTOMATICALLY TERMINATE IF LICENSEE FAILS TO COMPLY WITH ANY

PROVISION OF THIS AGREEMENT. LICENSEE'S DUTIES TO (I)PAY AMOUNTS DUE AND PAYABLE, (II) REFRAIN FROM ANY KIND OF REVERSE ENGINEERING OR OTHER ACT IN VIOLATION OF THIS AGREEMENT OR (III) INDEMNIFY GO LOCAL GO SMART WITH REGARD TO END CUSTOMER PERSONAL INFORMATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. UPON TERMINATION LICENSEE WILL DESTROY ALL COPIES OF THE LICENSED SOFTWARE AND DOCUMENTATION ONTO WHICH THE LICENSED SOFTWARE OR DOCUMENTATION HAS BEEN INSTALLED. UPON TERMINATION GO LOCAL GO SMART SHALL TERMINATE THE LICENSEE'S ACCESS TO THEIR GO LOCAL GO SMART ACCOUNT, THE ACCOUNT ITSELF AND THE DATA RESIDING THEREIN. LICENSEE MUST EXPORT THEIR ACCOUNT DATA PRIOR TO TERMINATION OF THE SERVICE. GO LOCAL GO SMART SHALL NOT BE RESPONSIBLE FOR LICENSEE ACCOUNT DATA AFTER TERMINATION. IN ADDITION, GO LOCAL GO SMART RESERVES THE RIGHT AND LICENSEE ACKNOWLEDGES SUCH RIGHT FOR GO LOCAL GO SMART TO TERMINATE SERVICE OF LICENSEE'S ACCOUNT ON 30 DAYS NOTICE IF GO LOCAL GO SMART DETERMINES IN ITS SOLE DISCRETION THAT IT IS NOT CAPABLE OF FULLY MEETING THE APPARENT REQUIREMENTS OF LICENSEE.

CONFIDENTIALITY

LICENSEE AGREES THAT THE LICENSED SOFTWARE AND THE OPERATION OF THE GO LOCAL GO SMART SERVICES AND ITS PROCESSES IS THE CONFIDENTIAL INFORMATION OF GO LOCAL GO SMART AND AGREES NOT TO DISCLOSE SUCH SOFTWARE OR SUCH OPERATION AND PROCESSES TO ANY THIRD PARTY. LICENSEE AGREES THAT BREACH OF THIS DUTY OF CONFIDENTIALITY SHALL CAUSE IRREPARABLE HARM FOR WHICH MONETARY DAMAGES WOULD BE DIFFICULT TO QUANTIFY OR INSUFFICIENT AND THEREFORE GO LOCAL GO SMART SHALL BE ENTITLED TO IMMEDIATE INJUNCTIVE RELIEF IN THE EVENT OF BREACH WITHOUT AN OBLIGATION OF POSTING BOND. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

CREDIT CARD PROCESSING TERMS AND CONDITIONS

IF LICENSEE HAS SELECTED THAT CREDIT CARD TRANSACTION PROCESSING WILL BE PROVIDED AUTOMATICALLY WITH THE GO LOCAL GO SMART SERVICE USING PROCESS LOCAL, LICENSEE AGREES TO THE FOLLOWING CONTRACTUAL PROVISIONS:

LICENSEE HEREBY AUTHORIZES GO LOCAL GO SMART TO BIND LICENSEE TO THE END-USER LICENSE AGREEMENT PROFFERED BY PROCESS LOCAL AND THEIR CHOSEN PROCESSOR/MSP/ISO.

LICENSEE SHALL BE RESPONSIBLE FOR THE OPERATION AND CONNECTION OF THEIR POINT OF SALE EQUIPMENT WITH THE AFOREMENTIONED PROCESSOR/MSP/ISO.

LICENSEE IS LIABLE FOR ALL FEES CHARGED TO GO LOCAL GO SMART FOR LICENSEE'S USE OF THEPROCESSOR/MSP/ISO ESTABLISHED BYPROCESS LOCAL AS A PAYMENT SYSTEM AND SERVICE.

LICENSEE SHALL: (I) MAKE REASONABLE EFFORTS TO SECURE ANY CREDIT CARD TRANSACTION DATA RESIDING ON THE EQUIPMENT OWNED, CONTROLLED OR OPERATED BY LICENSEE FROM INTRUSION OR UNAUTHORIZED ACCESS, (II)COMPLY WITH ALL STATE AND FEDERAL LAWS GOVERNING THE DISCLOSURE AND USE OF RETAIL CUSTOMER

INFORMATION, (III) NOT USE, DISCLOSE, SELL OR DISSEMINATE ANY CREDIT/DEBIT CARD-HOLDER INFORMATION OBTAINED IN A CREDIT CARD TRANSACTION PROCESSED THROUGH THE PROCESSOR, GO LOCAL GO SMART AND ITS REPRESENTATIVES, OR EXCEPT AS PERMITTED BY THE CARD-HOLDER, (IV) COMPLY WITH THE REQUIREMENTS OF ANY DEBIT/CREDIT CARD OR OTHER PAYMENT BRAND RULES, INCLUDING THOSE RELATED TO DATA SECURITY AND CUSTOMER DATA.

LICENSEE AGREES THAT NEITHER GO LOCAL GO SMART NOR PROCESS LOCAL SHALL BE LIABLE FOR ANY IMPROPERLY PROCESSED TRANSACTIONS, ILLICIT ACCESS TO LICENSEE'S ACCOUNT FROM PROCESSOR/MSP/ISO OR ANY OF LICENSEE'S TRANSACTION DATA OR UNAUTHORIZED DISCLOSURE AND USE OF PASSWORDS OR PROCESSOR/MSP/ISO ACCOUNT ACCESS INFORMATION.

LICENSEE AGREES TO IMMEDIATELY NOTIFY GO LOCAL GO SMART IN THE EVENT OF ANY SECURITY BREACH OF LICENSEE'S SYSTEMS OR UNAUTHORIZED ACCESS TO LICENSEE'S TRANSACTION DATA.

LICENSEE SHALL INDEMNIFY AND HOLD GO LOCAL GO SMART HARMLESS FROM ANY CLAIM BROUGHT AGAINST GO LOCAL GO SMART ARISING FROM BREACH BY LICENSEE OF ANY OF THE PROVISIONS UNDER THIS SECTION OF THE MERCHANT USER LICENSE AGREEMENT, INCLUDING, WITHOUT LIMITATION ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, DAMAGES OR AWARDS, AS SUCH COSTS AND EXPENSES ARE INCURRED.

LICENSEE AGREES THAT USE OF PROCESS LOCALS CHOSEN PROCESSOR/MSP/ISO PAYMENT SERVICE IS AT LICENSEE'S SOLE AND ABSOLUTE RISK AND THAT GO LOCAL GO SMART, ITS AFFILIATES, AND REPRESENTATIVES, SHALL NOT BE LIABLE IN ANY WAY OR UNDER ANY THEORY IN THE EVENT OF ANY CLAIM, DAMAGE OR EXPENSE INCURRED BY LICENSEE ARISING FROM USE OF PROCESS LOCALS CHOSEN PROCESSOR/MSP/ISO PAYMENT SERVICE OR SERVICE. LICENSEE ACKNOWLEDGES THAT GO LOCAL GO SMART IS NOT RESPONSIBLE FOR PROCESS LOCALS CHOSEN PROCESSOR/MSP/ISO PAYMENT SERVICE SYSTEM AND THAT NO WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, ARISES ON THE PART OF GO LOCAL GO SMART, LICENSEE AGREES THAT LICENSEE'S SOLE RECOURSE IN THE EVENT OF ANY CLAIM IS AGAINST THE PROCESSOR OF THE CARD SERVICES, AND HEREBY IRREVOCABLY RELEASES AND WAIVES ANY CLAIM IT HAS OR MAY HAVE, WHETHER OR NOT INCHOATE, AGAINST GO LOCAL GO SMART ITS AFFILIATES AND REPRESENTATIVES.

REPRESENTATION

THE PERSON ASSENTING TO THIS MERCHANT USER LICENSE AGREEMENT REPRESENTS AND WARRANTS THAT IT HAS THE DUE RIGHT AND POWER TO ENTER INTO THIS AGREEMENT, ENTERING INTO THIS AGREEMENT WILL NOT CAUSE THE BREACH OF ANY AGREEMENT LICENSEE HAS WITH A THIRD PARTY AND THAT ALL OF THE REGISTRATION INFORMATION PROVIDED TO GO LOCAL GO SMART IS ACCURATE IN ALL RESPECTS.