

## END-USER LICENSE AGREEMENT

### ShopBuddy®

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND SHOP.COM. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY SELECTING THE DOWNLOAD OR INSTALL NOW BUTTON AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE.

1. **Definitions.**

a. "We" or "SHOP.COM" means SHOP MA, Inc., a Florida, USA corporation and/or its parent, subsidiaries, and affiliates, including without limitation Market Malaysia Shop Sdn. Bhd and all of their officers and employees.

b. "Software" means only this web browser application and any third-party software components thereto, and all updates or upgrades of the above that are provided to you by SHOP.COM.

2. **Grant of Limited license.** SHOP.COM grants to you the non-exclusive right to use one copy of the Software. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device). You may freely copy the Software, only in its original distribution format with this EULA, and without modification, to other individuals.

3. **Modifications to EULA.** SHOP.COM may, in its sole discretion, make changes to this EULA. Please check this page periodically for changes. SHOP.COM has no obligation to provide you with notice of any such changes. Any such modification constitutes a successor EULA. Continued use of the Software indicates your acceptance of such successor EULA. If you do not accept any such successor EULA you must uninstall the Software from your computer. Failure to uninstall the Software constitutes acceptance of the successor EULA.

4. **Separation of Components.** This Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.

5. **Changes to the Software.** SHOP.COM may, in its sole discretion, update or upgrade the Software at any time without notice. You are responsible for ensuring that you are using the most current version of the Software. SHOP.COM shall have no responsibility or liability for the use of the Software other than the most recently available version. SHOP.COM has the right at any time to discontinue or retire any aspect or feature of the Software or services provided through the Software. SHOP.COM has no obligation to provide you with notice of any such changes.

6. **Copyrights/Patents.** The Software and all text, graphics, logos, button icons, images, photos, audio clips, video clips, digital downloads, or data compilations accessed through the Software are owned solely and exclusively by SHOP.COM or its content suppliers and are protected by U.S. and international copyright, trademark, or patent laws. No material accessed through the Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any medium including but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of SHOP.COM. All such material is available only for your personal, non-commercial use.

7. **Trademarks.** SHOP.COM, SHOP.COM product and service names and logos, and all other SHOP.COM graphics, page headers, button icons, logos, scripts and service names are service marks, trade names, trademarks and/or trade dress of SHOP.COM in the United States and/or other countries (collectively "SHOP.COM's Marks"). SHOP.COM's Marks may not be used in connection with any product or service that is not SHOP.COM's, in any manner that is likely, in the discretion of SHOP.COM, to cause confusion among customers, or to disparage or discredit SHOP.COM. All other trademarks not owned by SHOP.COM that appear on the Software are the property of their

respective owners, who may or may not be affiliated with, connected to, or sponsored by SHOP.COM.

8. **Other Restrictions.** Unless otherwise permitted by this EULA or any other applicable license agreement, you may not reverse-engineer, de-compile, or disassemble the Software unless and only to the extent that such reverse engineering is explicitly authorized by law notwithstanding this license restriction. You may not modify the Software in any way. SHOP.COM reserves the right to automatically alter, change, update or otherwise amend the Software at any time and the terms of this license shall apply to any such altered, amended, changed or updated Software. No title to, or ownership of, the Software is transferred to you. You may not sublicense, rent or lease the Software. You must use the Software in a manner that is consistent with the software licenses granted to you by other companies that have provided software for your computer. You acknowledge that information provided to you by SHOP.COM or its content suppliers through the Software, their Web sites, by e-mail messages, or by any other means may be protected by copyright, trademark or other proprietary rights. You must use the Software in a manner that is consistent with the rights of SHOP.COM or its content suppliers. Your use of supplied content for any purpose that is inconsistent with such rights is expressly prohibited by law, and may result in civil and criminal penalties. You further recognize and agree that SHOP.COM does not control and is not responsible for content sent to you.
9. **Export control.** You agree to comply with all export and import laws and restrictions and regulations of the United States or any foreign agency or authority, and not to export, re-export or import the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. For example, you may not export or re-export any commodities, software, or technical data received from SHOP.COM, or any direct product of such commodities, software or technical data, to any proscribed country, party, or entity listed in the applicable laws, regulations, and rules of the U.S. Government unless properly authorized. As applicable, each party shall obtain and bear all expenses and responsibility relating to any necessary licenses and/or exemptions with respect to its own export or re-export of the Software from the U.S.
10. **Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SHOP.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT TO THE FULLEST EXTENT AUTHORIZED BY LAW. SHOP.COM MAKES NO WARRANTY THAT (i) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SHOP.COM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
11. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY LAW, NEITHER SHOP.COM NOR ITS INDEPENDENT DISTRIBUTORS OR ANY OTHER CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE EVEN IF SHOP.COM, ITS EMPLOYEES, INDEPENDENT DISTRIBUTORS, OR OTHER CONTENT PROVIDERS, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. **Data transmission and Privacy.** On regular intervals the Software may automatically connect to SHOP.COM's servers. Certain information may be collected for the express purpose of providing you with a better user experience and to improve the quality of our services. Personal data, including but not limited to, the current version of the Software and information regarding the audio files you have installed on your device, may be used for the following purposes:

- Providing our products and services to users, including the display of customized content and advertising;
- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network; and
- Developing new services.

In order to provide the best service to our customers, SHOP.COM may share personally identifiable information with our affiliate, parent and subsidiary companies, including without limitation, Market America Worldwide, Inc., Market America, Inc., and SHOP.COM Marketplace, Inc.

SHOP.COM maintains complete control of all collected personal data and does not directly share such data with third parties. Use of the Software is subject to the Privacy Policy located at <https://my.shop.com/info/privacy-policy>

13. **Cookies.** The Software integrates ads from different third parties, which may be placing and reading cookies on your browser or using web beacons to collect information as a result of ads that are served up. Cookies are text files we place in your computer's browser to store your preferences. Cookies allow you to navigate between pages efficiently, storing your preferences, and generally improving your experience on line. We use cookies to understand site and browser usage and to improve the content and offerings across our platform. We also may use cookies to offer you products, programs, or services. By downloading the Software, you agree to our use of cookies.
14. **Indemnification.** You agree to defend, indemnify, and hold SHOP.COM harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of, conduct on or content provided through the Software.
15. **Injunctive Relief.** Because of the unique nature of the Software, you understand and agree that SHOP.COM may suffer irreparable injury in the event you fail to comply with any of the terms of this EULA and that monetary damages may be inadequate to compensate SHOP.COM for such breach. Accordingly, you agree that SHOP.COM will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce the terms of this EULA.
16. **Choice of Law and Venue.** Any dispute that may arise between you and SHOP.COM, including, without limitation, claims for enforcement, breach or violation of duties or rights under these Terms shall be governed by and adjudicated under the laws of the State of North Carolina, without regard to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Guilford County, North Carolina, U.S.A. in all disputes arising out of or relating to the use of the Software.
17. **Termination.** You may terminate this EULA at any time. SHOP.COM may immediately terminate this EULA if you breach any representation, warranty, agreement or obligation contained or referred to in this EULA. Upon termination, you must dispose of the Software and all copies or versions of the Software by destroying the Software. The provisions of Sections 1, 6, 7, 10, 11, 14, 15, and 16 of this EULA shall survive termination of this EULA.
18. **General.** This agreement represents the entire agreement between SHOP.COM and you and supersedes all previous agreements or representations whether written or oral. This EULA shall be governed by and construed under the laws of the state of North Carolina, United States of America and the parties hereto submit to its jurisdiction. The failure or delay by either party to enforce any term of this EULA shall not be deemed a waiver of such term. If one or more provisions of this EULA are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s)

shall be limited or excluded from this EULA to the minimum extent required so that this EULA shall otherwise remain in full force and effect and enforceable in accordance with its terms.  
*Ver. 5-7-15-2019-MY*