

# Terms & Conditions

## BUZCAFE Website Terms and Conditions Of Service

**Last Updated: 11 January, 2019**

Welcome to BUZCAFE Website and our Terms of Service (“Terms”). These Terms are important and affect your legal rights, so please read them carefully. Note that Section 13 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By accessing or using the websites ([www.buzcafe.com](http://www.buzcafe.com)), mobile applications or wallets (collectively, the “Sites”) or Services provided you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Sites or Services.

These Terms govern your access and use of the Sites, and your use of such Services. Note that the Sites and Services are not a guarantee against identity theft or online identity fraud and are not a substitute for online security software.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

BUZCAFE reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

### **Nature of Beta**

BUZCAFE may offer additions to our Sites and Services as part of a beta test phase. All or portions of the Sites and Services included in this test phase may not function correctly, or may contain errors. BUZCAFE is not obligated to correct, nor is it responsible for, errors or the effects of such errors while the beta test phases of these Sites and Services are active. Further, you acknowledge that BUZCAFE has no express or implied obligation to announce or make available any particular features of the beta Sites and Services in the future. Should these Sites and Services launch publicly after the beta phase, it may have features or functionality that are different than those found in the beta version licensed herein.

## **Privacy Policy**

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

## **Registration, Account and Communication Preferences**

In order to access and use certain areas or features of the Sites and Services, you will need to register for a BUZCAFE and/or Its sub applications/ products services on the website. By creating an account, you agree to (a) provide accurate, current and complete account information about yourself as necessary, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites, Services, or your account.

By creating a account, you also consent to receive electronic communications from BUZCAFE and/or Its sub applications/ products services (e.g., via email or by posting notices to the Sites or Services). These communications may include notices about your account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

## **Payment Obligations**

A subscription may be necessary for you to access certain parts of a Service. By agreeing to these Terms, you accept the responsibility to pay these subscription costs as indicated during your enrollment with BUZCAFE or based on future requests made through the Services. Payment must be made by you or on behalf of you via any accepted valid accepted currency. By providing payment information to BUZCAFE, you represent that you are authorized to make transactions using that payment method, and you authorize BUZCAFE to make necessary charges against that payment method – automatic, recurring, or individual-as part of providing the Services. You may cancel payment by downgrading or stopping services through your member settings. You further acknowledge that you are responsible for any applicable state, federal, or other taxes as well as any fees associated with your subscription to Services unless otherwise noted.

## **Trademarks**

The BUZCAFE logo and any other BUZCAFE product or service names, logos or slogans that may appear on the Sites or Services are trademarks of BUZCAFE and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “ BUZCAFE ” or any other name, trademark or Product or service name of BUZCAFE without our prior written permission. In addition, the look and feel of the Sites and Services, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of BUZCAFE and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered

trademarks, product names and company names or logos mentioned on the Sites or Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by ANS.

### **Hyperlinks**

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray BUZCAFE or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a BUZCAFE logo or other proprietary graphic of BUZCAFE to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any BUZCAFE trademark, logo or other proprietary information, including the images found on the Sites or services, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent.

The BUZCAFE Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because BUZCAFE has no control over such sites and resources, you acknowledge and agree that BUZCAFE is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that BUZCAFE shall 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 such Content, goods or services available on or through any such site or resource.

### **Third Party Content**

We may display content from third parties through the Sites and Services (collectively, "Third-Party Content"). We do not control, endorse or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that BUZCAFE is not responsible or liable in any manner for such interactions or Third-Party Content.

### **User Conduct**

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites or Services. You agree that you will abide by these Terms and will not:

Provide false or misleading information to BUZCAFE;

Use or attempt to use another user's account without authorization from such user and BUZCAFE;

Use the Sites or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or Services, or that could damage, disable, overburden or impair the functioning of the Sites or Services in any manner;

Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Sites or Services;

Reverse engineer any aspect of the Sites or Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites or Services;

Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites or Services that you are not authorized to access;

Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated machine or interface not authorized by us to access the Sites and Services, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;

Use data collected from our Sites and Services to contact individuals, companies, or other persons or entities;

Use data collected from our Sites and Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); or

Use the Sites or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

### **Feedback**

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about BUZCAFE, the Sites or the Services (collectively, "Feedback"). Feedback is nonconfidential and shall become the sole property of BUZCAFE. BUZCAFE shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless BUZCAFE, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "BUZCAFE Parties"), from and against all actual or alleged BUZCAFE Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or

immatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of another. You agree to promptly notify BUZCAFE of any third-party Claims and cooperate with the BUZCAFE Parties in defending such Claims. You further agree that the BUZCAFE Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and BUZCAFE.

### **Disclaimers**

BUZCAFE MAKES NO WARRANTIES OF ANY KIND AS TO THE EXPECTED RETURNS THAT CONSUMERS MAY EXPECT FROM RELYING ON OUR RATING ALGORITHM.

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY BUZCAFE, THE SERVICES AND THE CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. BUZCAFE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND BUZCAFE CONTENT CONTAINED THEREIN. BUZCAFE CAN NOT REPRESENT OR WARRANT THAT BUZCAFE CONTENT IS ENTIRELY ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. IF A USER IDENTIFIES ERRONEOUS CONTENT, WE ENCOURAGE THEM TO REPORT IT TO US IMMEDIATELY.

SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU. BUZCAFE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRDPARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BUZCAFE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY SERVICES OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE SERVICE THAT GIVES RISE TO ANY CLAIM.

We reserve the right to change any and all content and to modify, suspend or stop providing access to the Sites or Services (or any features or functionality of the Sites or Services) at any time without notice and without obligation or liability to you.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

**Limitation of Liability; Release**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUZCAFE OR ANY OF THE OTHER BUZCAFE PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE USE OF ANY SERVICE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM BUZCAFE, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRSETMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO BUZCAFE'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

**Modifications to the Sites and Services**

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Services at any time and without liability therefore.

**Dispute Resolution; Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH BUZCAFE LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**13.1 Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising out of or related to a violation of Section 8 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and BUZCAFE agree (a) to waive your and BUZCAFE's respective rights to have any and all Disputes arising from or related to these Terms, or the Sites, Content or Services, resolved in a court, and (b) to waive your and

BUZCAFE's respective rights to a jury trial. Instead, you and BUZCAFE agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

### **13.2 No Class Arbitrations, Class Actions or Representative Actions**

You and BUZCAFE agrees that any Dispute arising out of or related to these Terms or the Sites, Content or Services is personal to you and BUZCAFE and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and BUZCAFE agrees that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, you and BUZCAFE agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

### **13.3 Notice; Informal Dispute Resolution**

You and BUZCAFE agree that each party will notify the other party in writing of any arbitration or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to BUZCAFE shall be sent by certified mail or courier to BUZCAFE. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your BUZCAFE account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and BUZCAFE cannot agree how to resolve the Dispute within thirty (30) days after the applicable party receives the notice, then either you or BUZCAFE may, as appropriate, commence an arbitration proceeding or, to the extent specifically provided for in Section 13.1, file a claim in court.

### **13.4 Process**

Except for Disputes arising out of or related to a violation of user conduct or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and BUZCAFE agree that any Dispute must be commenced or filed by you or BUZCAFE within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and BUZCAFE will no longer have the right to assert such claim regarding the Dispute).

### **Fee-based services, contests, competition or complementary gifts and prizes**

Some of the Services require you to pay a charge or fee, as described in the specific conditions included where those Services are offered. You agree to pay all fees and charges that you incur. Unless otherwise noted, all currency references are in Digital assets. We may, upon notice if required by applicable laws, at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

All taxes, levies, cesses or statutory claim for the charge or fee paid to us or for contest competition or complimentary gifts and prizes shall be borne and paid by you, whether past, present or future, including penalties or claims on any nature whatsoever. All contest, competition and complimentary shall be inclusive of taxes, stamp duty, registration charges, levies, cesses and fees of lawyers engaged by us and administrative charges.

For all contest, competition and complimentary, you will be liable for compliance under all laws. Non compliance by you of any law shall entitle us return of any prize or gifts and indemnification against any claims, expenses or liabilities by any person, entity or third party including statutory authorities. The cost of connectivity including but not limited to GPRS activation charges, charges for sending/receiving sms from designated numbers will be borne by you and charges for aforementioned will be specified by your telecom operators.

#### **BuzCafe Outlet related conditions**

All deductions from your BuzCafe Outlet created on BuzCafe for use or any other reason shall be decided by the company at its sole discretion.

#### **Governing Law and Venue**

These Terms, your access to and use of the Sites and your use of the Services shall be governed and construed and enforced without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the higher court.

#### **Termination**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

#### **Severability**

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

#### **Miscellaneous**



These Terms constitute the entire agreement between you and BUZCAFE relating to your access to and use of the Sites and your use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of BUZCAFE prior, concurrent or subsequent circumstance, and BUZCAFE's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.