

Last updated: DECEMBER 21, 2021

SHOPPER AGREEMENT

If you are a Shopper, you agree that this Shopper Agreement (this “**Agreement**”) governs your use of LerBee’s Site, as a Shopper. The LerBee’s [Terms of Use](#) (the “**Terms**”) and the [Privacy Policy](#) are incorporated into this Agreement, and by agreeing to this Agreement, the Shopper is also agreeing to the Terms and the Privacy Policy. All capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Terms. In the event of a conflict between the Terms and this Agreement, this Agreement will control. For purposes of the Privacy Policy, the Shopper is a User and the same terms of the Privacy Policy that would apply to any User also apply to the Shopper. The English language version will control if there is a conflict with a version provided in another language as a convenience.

CONTRACT WITH LERBEE, INC.

Regardless of where you are located, this Agreement is entered into as of the day you accept the Terms through use of the online check box (the “**Effective Date**”) by and between you (the “**Shopper**”, “**you**” or “**your**”) and LerBee, Inc., a Delaware corporation, doing business as LerBee (the “**Company**”, “**LerBee**”, “**we**”, “**us**”, or “**our**”), including its affiliated companies and the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors. By accessing or using the Site, you agree that you have read and agreed to all terms in this Agreement. Upon your acceptance of the terms of this Agreement, you agree that you have been advised of and understand the potential risks, consequences, and benefits of administering services using the Site. If you do not agree to all the terms of this Agreement, you must not access or use the Site.

Each Shopper and the Company may be referred to individually as a “**Party**” or, collectively, as the “**Parties**”. We may use third-party affiliates to facilitate processes; however, those parties are acting in a limited capacity and the contract remains between you and the Company.

SERVICES

- The Company owns and operates an online platform through which personal shopper services are provided in order to facilitate remote selection and purchase of goods (collectively, the “**Shopper Services**”). Shopper Services are administered and accessible to any person or persons who access the Shopper Services (the “**User**”) via LerBee mobile apps as well as any other media form, media channel, website or mobile website related, linked, or otherwise connected thereto (collectively, the “**Site**”). Subject to any other

provisions of this Agreement, the Company hereby engages the Shopper as an independent contractor to supply Users of the Site with Shopper Services.

- A Shopper is any person who registers to provide Shopper Services, through the use of the Site, to Users.
- The Parties acknowledge and agree that we have no obligation to make any minimum commitment of work, time, or compensation to you. You will provide Shopper Services only on an as-needed basis as determined by the availability of Users.
- We have the absolute and unmitigated authority to cease referrals of Users to you at any time in its sole discretion.
- The Shopper Services shall be rendered remotely unless stated otherwise.
- Parties agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us. The relationship between you and us is that of independent contractor and nothing herein makes you our employee or agent. This Agreement constitutes a contract for the provision of services and not a contract of employment.
- You retain the right to provide services to others during the term of this Agreement. Nothing in this Agreement shall prevent you from being engaged, concerned, or having any financial interest in any capacity in any other business, trade, profession, or occupation during the term of this Agreement.

DISCLAIMERS AND LIMITATION OF LIABILITIES

- You acknowledge and agree that the Site is being provided for use "as is" and on an "as available" basis without warranty of any kind, express, implied, or statutory, and therefore you will not have any plea, claim, or demand towards us in relation to the Site's Users, members, properties, limitations, or compatibility with your needs. You shall not have any plea, claim, or demand against us in respect to any services you decide to provide in connection with the use of the Site. To the fullest extent of the law, we expressly disclaim all warranties of any kind, whether expressed or implied.
- Registration, providing Shopper Services and any use of the Site is being made at your sole and entire risk, without warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.
- We do not guarantee any referrals of Users and makes no representations regarding the volume or number of interactions you will have with Users.

- We expressly disclaim all warranties for information posted or transmitted by the Site's Users.
- You will bear all the risks associated with the uploading and transmitting of material and utilizing the Site including reliance on its accuracy, reliability, or legality.
- We will not be deemed the provider or recipient of any services acquired through the Site. You provide the Shopper Services at your sole and entire risk.
- Under no circumstances will we be held liable to you for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of business, revenue, profits, use, data, or other economic advantage.
- You acknowledge and agree that we disclaim any liability in relation to any claim, suit or action brought by a User in connection with provision of any Shopper Services by you, including but not limited to representations by you as to your qualifications and advice provided through the Site. You agree to indemnify and hold us harmless in connection with any such claim and any damages or expenses arising therefrom.
- You will be solely responsible for any agreements you choose to make with a User. We will not be responsible or liable in any way for any agreement made between you and a User or for enforcing any such agreement, including but not limited to any agreements in relation to usage of the Site in any way other than offered and suggested as the Shopper Service on the Site. Any agreement you choose to engage in with a User is at your sole responsibility and entire risk.
- You acknowledge that you will be solely responsible and liable for any damages to any User to whom you provide services and to any User who suffers damages arising from or connected to such services that you provided to that User. In the event of a dispute regarding any interaction conducted through the Site, you hereby release us from all manner of actions, claims, or demands, and from any and all losses (direct, indirect, incidental, or consequential), damages, costs or expenses, including but not limited to, court costs and attorney's fees, which you may have against one or more of the above.
- We shall not be liable to you or to any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages.
- Our aggregate liability for damages arising with respect to this agreement and any and all use of the Site will not exceed the total amount of money paid by you or to you through the Site in the 3 months period prior to the date of the claim.

- We explicitly disclaim any liability with respect to any claim, suit, or action made by a User. You agree to indemnify, defend, and hold us harmless with respect to any such claim.
- If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.
- We may at our option satisfy the indemnities above (in whole or in part) by way of deduction from any payments due to you. This section (disclaimers and limitation of liability) shall survive the termination or expiration of this Agreement.
- You agree, confirm, and acknowledge that we will not be liable for any loss or damage incurred as a result of someone else using your account, either with or without your consent and/or knowledge. Further, you agree that you are solely and fully liable and responsible for all activities that are made by using your account. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your account by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

SHOPPER'S CONDUCT AND RESPONSIBILITIES

- You confirm that you are at least 18 years of age and that you are legally able to enter into a contract.
- You attest that your use of the Site, including the Shopper Services, is made directly by you and that you are not using neither the Site nor the Shopper Services for or on behalf of any other person or organization.
- You agree that you will be the person actually performing the Shopper Services. You will not be permitted to substitute personal performance of the Shopper Services with another individual without the express prior written consent from us. You will render performance of the Shopper Services under this Agreement to the best of your ability and in a prompt, diligent, competent, and professional manner. You warrant that you will remain free of any obligations and restrictions that would interfere, conflict or be inconsistent with the performance of this Agreement.
- You confirm and agree that all the information that you provided/will provide in or through the Site, is accurate, true, current, and complete. You agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current, and complete. You agree that the Content you submit to the Site is your own.

- You agree and commit (a) to safe keep and maintain the goods purchased for the User in their original condition for up to 30 calendar days; (b) to adequately pack the goods being shipped to the User in order to ensure their safe arrival to the User in their original condition; (c) upon receipt of funds for shipping to ship the requested goods within 10 calendar day to the address of and using the shipping method paid for by the User.
- You agree and commit not to make any use of the Site for the posting, sending or delivering of either of the following: (a) unsolicited email; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, religious, political, racist or potentially harmful content, including that sexual in nature; (d) any content that infringes on a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.
- You own or have all necessary rights, licenses, contents, and permissions to authorize us to reproduce, distribute, publicly perform and display, promote, market, and otherwise use and exploit any of your Content on and through the Site in a manner contemplated by the Terms and this Agreement.
- None of your Content will infringe or misappropriate any intellectual property right of any third party.
- You accept sole responsibility for your Content and will indemnify, defend, and hold us harmless from and against any claims related thereto, including any claims that your Content violates any third-party intellectual property right.
- No royalties will be due to any third party with respect to your Content, and to the extent royalties are payable to any third party, you will pay such royalties and will indemnify us against the same.
- You will not provide to Users any services other than the Shopper Services through the Site.
- You will not provide to Users any services which may not be lawfully or ethically rendered or provided through the Site according to the laws, regulations and ethics that apply in your jurisdiction.
- You may only use the Site for the purpose of Shopper Services, or any task directly related to Shopper Services. You may not use this Site to solicit any illegal or unethical activity or other activity which infringes our rights or the rights of others. This includes promoting other legitimate business activities.

- You agree to use the Site as intended and not collect additional fees from Users for services rendered associated with the Site. You agree that you will not request Users' payment information in connection with collecting a payment for any reason for any services rendering through or associated with the Site.
- You agree to indemnify, defend and hold us harmless against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against us, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by you according to this Agreement; (b) your provision of the Shopper Services to any third party, regardless of whether or not they are Users of the Site; or (c) any materials that you have posted to or through the Site and/or any content exchanged between you and Users.
- You agree to be bound by any and all applicable local, state, federal or international law, statute, ordinance, rule, regulation, or ethical code in relation to the use of the Site and to your relationship and interactions with Users and with us. You further agree and commit not to engage in conduct that is harmful, unethical, fraudulent, deceptive, or offensive.
- You will not interfere with other Shoppers in their provision of Shopper Services.
- You agree that at all times you will provide correct and accurate representation of your skills, degrees, qualifications, background, and other information, whether this information is provided to us, to the User, and on any form submitted to or presented on the Site. You will also provide the same correct and accurate representation of your skills, degrees, qualifications, background, and other information to the Users, including but not limited to, in any kind of communication or providing Shopper Services to Users.
- You will not, and will not have the authority to, without the prior written consent from us, enter into any contract or commitment in the name of, or on behalf of, us or bind us in any respect whatsoever, or represent yourself as our partner, joint venturer, agent, or employee.

LICENSE GRANT

When you publish Content on the Site, you grant us a non-exclusive, royalty-free license and right to reproduce, distribute, display, offer, market, commercialize, and otherwise use and exploit the Content on and through the Site, and to sublicense it to Users directly or through third parties we may choose. You can remove Content from the Site at any time.

You grant us permission to use all or any part of Content for quality control and in delivering, marketing, promoting, operating, or demonstrating the Site. In addition, you grant us permission

to use your name, likeness, image, or voice in connection with our delivering, marketing, promoting, operating, or demonstrating the Site and waive all rights of privacy, publicity, or similar rights to the maximum extent permissible under applicable law.

QUALITY ASSURANCE

The Company may review your correspondence or exchanges with Users for the purpose of:

- administering and/or monitoring the Site;
- verifying and/or reviewing the truthfulness or accuracy of the details in your personal profile, credentials, qualifications, or any of your postings or transmissions;
- monitoring activity between Shoppers and Users in the event that an investigation or legal proceeding requires monitoring.

We also reserve the right to remove or refuse to post or transmit any Content uploaded by you that we deem inappropriate or in conflict with our values, vision, and goals. We reserve the right to remove any content for any reason at our sole discretion.

FEES AND PAYMENTS

In consideration of the Shopper Services rendered hereunder, the User shall pay the amount specified by you that is included in the price of the offered product. The payment will be made to you directly less 5% commission of the Company.

All overhead and out of pocket expenses incurred by you in the course of performing the Shopper Services under this Agreement shall be borne by you. Without limiting the generality of the foregoing, you will provide your own standard equipment and/or supplies normally or generally required to deliver the Shopper Services under this Agreement.

You shall not be entitled to employment benefits in the traditional sense made available to our employees, including but not limited to, disability coverage, vacation pay, health or dental insurance, retirement benefits or minimum wage.

TAX

You acknowledge and agree that you are solely responsible for paying any income taxes, national insurance, social security contributions, national or local sales or value added taxes and any other liability, deduction, contribution, assessment, or claim due to applicable authorities as a result of the or made in connection with the performance of the Shopper Services, where the recovery is not prohibited by law.

NON-DISCLOSURE

In the course of performing your obligations and responsibilities under this Agreement, you may receive business, financial, technical, and other information, which is confidential and proprietary in nature, belonging to us, our clients or other third parties to whom we have an obligation of confidentiality or non-disclosure is collectively referred to herein (“**Confidential Information**”) and agree:

- not to disclose to a third party or use for any purpose, or reason whatsoever (other than for our benefit in connection with the Site), in any manner, any Confidential Information without our written consent except as may be required by any law or regulation; and
- to respect that confidentiality by employing security measures appropriate to the nature of the information retained and the means by which that Confidential Information is recorded or stored.

You shall take all reasonable steps to observe and comply with these restrictions.

MODIFICATIONS OF THIS AGREEMENT

This Agreement may be updated from time to time to reflect new or modified practices. We reserve the right to modify and/or make changes to this Agreement at any time. If we make a material change, we will notify you via email sent to the email address specified in your account. Other modifications will become effective on the day they are posted unless stated otherwise. Your continued use of the Site, after the effective date of any change, will be deemed an acceptance of and an agreement to follow and be bound by the Agreement as changed. The revised Agreement supersedes all previous Agreements.

Except as provided herein, you may not assign, delegate, or otherwise transfer any of your rights, obligations, and responsibilities under this Agreement without the prior written consent from us. Any such purported transfer shall be null and void. We may freely transfer or assign this Agreement or any of our obligations hereunder.

TERMINATION

This Agreement shall be effective as of the Effective Date and shall continue thereafter unless and until terminated in accordance with this Agreement.

WAIVER

The waiver by any Party of any action, right or condition described in this Agreement, or of any breach of a provision of this Agreement, shall not constitute a waiver of any other occurrences of the same event in writing by the party purporting to give the same.

SEVERABILITY

In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this Agreement shall be construed as not containing such provision or part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof. All other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

You acknowledge that you have read and understand the terms contained in this Agreement and have obtained independent legal advice should you feel you need it.