



BYPPPO TECHNOLOGIES, LLC

VENDOR USER LICENSE AND AGREEMENT

To: Byppo Vendor

On behalf of Byppo Technologies, LLC, I want to express how pleased we are that you have chosen to use our Vendor Platform to assist in the sales and payments of and for your products. We will do our best to facilitate an efficient ordering and payment system for you and your customers.

This User License Agreement is a legal agreement between Byppo Technologies, LLC (“Byppo”, “our”) and you, a user (“you” or “your”) of our Vendor Platform (“Platform” or “Portal”). You agree to be bound by the terms of this Agreement by using our Platform.

1. Description of Platform: Byppo is a web-based online ordering platform that enables customers to place and pay for orders online from vendors. When your customers place an order, the order will be exhibited on the orders page when you log into the Byppo Vendor Portal via a web browser on your computer or tablet. Orders cannot be canceled by the customer without your express approval.

You will be able to fill a customer’s order without the need to have any personnel at cash registers or taking customer orders, thereby improving the speed, accuracy, and efficiency of the ordering process. You or your service personnel can use and track orders placed by customers on the “Orders” page once logged into your vendor account



in the Vendor Portal and can communicate with the customer the status of his/her order. The communication can advise the customer as to “Order Received,” “Order Being Prepared,” “Order Ready for Pick-Up,” “Order Being Delivered” or “Order Delayed.” Depending on the service selected, the customer will (i) pick up his or her order or (ii) the order will be delivered to his/her specific location by Byppo or by your delivery personnel or contractors.

Communications with Customers: It is very important that customers who order through the Byppo Platform be kept advised of the status of their order, including an accurate message from you regarding the estimated time that the order will be ready. If you fail to advise customers in an accurate and timely manner, or if your store is closed but you have failed to turn off the order program, customers will be aggrieved and both you and Byppo will lose goodwill and potential revenues. Timely and accurate information to your Byppo customers is an essential part of the service that is being provided.

2. Service Options: The Vendor will notify Byppo of the specific type of service it desires. Byppo is not liable for any failure of the Vendor to provide the service to its customers as stated in the Platform. Customers will be able to choose from the various service options that you have designated. Byppo will determine and notify the Vendor of the fees applicable to each of the service options designated by the Vendor. See Item 6 for more about Vendor Fees.

The Byppo Platform allows vendors the ability to select from various service options:

- a. **Table Delivery** - Your customers can place and receive their orders through your personnel delivering their order to their specified table.



Byppo's real-time table delivery system increases the overall productivity of your restaurant by reducing bothersome lines and server order errors.

- b. **In Seat Delivery** - You customers can place and receive their orders at their specified seat locations. This option is available with Byppo's approval only at sporting arenas and other large venues where patrons are sitting in assigned seats. You will be responsible for delivery unless you have contracted with Byppo to provide the delivery service, in which case an additional Byppo fee may be charged.
- c. **Pre-Ordering** - Your customers can order hours before their arrival, thus, increasing the efficiency of your restaurant and the satisfaction of your customers. Pre-ordering can apply to any of the service options selected. You have the ability to select which day(s) of the week and store hours for your customers to place pre-orders.
- d. **Express Pick Up** - Your customers can skip the line by ordering their food from anywhere and pick up their orders when it is ready. Orders are tracked real-time so that they know exactly when to come to pick up their orders.
- e. **Curbside Pick Up** - Vendor receives descriptions of the customer's car and a notification of the customer's arrival to maximize curbside pick-up efficiency. Your personnel will deliver the customer's order to his or her car.
- f. **Location Delivery** - Vendor receives the street address and apartment or office address of the customer and the order is delivered to that address by your employees or independent contractors.

Note: If you choose to have a Location Delivery option, you will have the capacity to set and adjust the delivery fee through your Byppo Vendor portal. The delivery fee must be a fixed, single fee regardless of distance,



size of the order, or any other factor. The delivery fee will be added to the customer's order total and prepaid by the customer as part of the total order. You will have the ability to switch off the delivery option on any days or at any times that you determine not to provide Location Delivery and to reinstate the option as you determine. Byppo will not be responsible for (a) any failure to complete a delivery, (b) any complaints by customers as a result of delivery delays, defaults or deterioration of products being delivered, (c) or any failure of the customer to provide his/her correct location or to not be present when the order is delivered. If the customer receives a partial or total refund as a result of any delivery failure or other delivery default, Byppo's Vendor Fee will not be refunded to you.

3. Grant of License: Provided that you have complied and continue to comply with the terms of this Agreement, Byppo grants you a limited, non-exclusive, non-transferable right to have access to and use the Platform for the purposes of your business. In consideration of this grant of license, Byppo will have the right to use your name and logo in Byppo's advertising, promotional materials, and media content.

4. Your Usage: You will have access to the Platform for the sole purpose of listing the products and prices that you are offering to potential customers. All postings will be made by you and may be amended or modified by you from time to time. You will not charge a customer using the Platform any amount that differs from the amount listed by you on the Platform, subject to any refunds as noted in Item 10 below or promotions as noted in Item 11 below. Byppo will not be responsible for any errors or the accuracy of any postings that you make. Byppo will, however, have the right to restrict or exclude



any postings that Byppo believes are not consistent with the purpose of this license or adversely impact the quality of its Platform.

5. Payment Services: All payments by your customer and receipts sent to you will be handled by Stripe, a leading national payment services company. You will be entering into a separate user agreement with Stripe that will allow Stripe to receive credit card payments by your customers and to make payments directly to your account based upon the Net Amount owing to you, as described in Item 6 below. Byppo has been advised by Stripe that the Vendor’s account will be credited by the end of each business day. Byppo will not be responsible for any delays or errors that may occur with Stripe’s accounting or processing of any amounts owing to or claimed by the Vendor. Any disputes regarding the timing or amounts to be credited to Vendor’s account must be resolved solely between Vendor and Stripe, or whatever other credit card processing company Byppo may use in the future. Byppo will use its best efforts to assist with relevant and available information in any disputes that may arise.

6. Vendor Fees and Taxes: Byppo will charge you a Vendor Fee (which will be referred to in this Agreement and in other Byppo materials as either a Vendor Fee or Byppo Commission) for each order that is placed through the Byppo web-app at your vendor store. The Vendor Fee applied to your account will be displayed on the Byppo Vendor Platform in the “Reports & Order History” section of the web-app, which you may view at all times when you log into your account. You can also access the Byppo Vendor Portal to see what Vendor Fee is being applied to your Byppo Vendor Account. The “Vendor Pricing Overview” section displays all the Byppo Vendor Fees that apply to you based on the services that you have selected to use.



Byppo reserves the right to revise the amount of your Vendor Fee at any time. Your continued use of the Byppo platform will constitute your acceptance of any revised Vendor Fee. Byppo makes no representation that the amount of your Vendor Fee will be identical to that charged to other Byppo vendors.

Byppo's Standard Pricing Vendor Fee Table is displayed below:

Standard Pricing Vendor Fee Table

Byppo Status	Total Sales Volume or Order Volume*	Byppo Vendor Fee
Starter Chomper	Less than \$200,000 sales volume or 20,000 orders	15%
Premium Chomper	Between \$200K - \$500K sales volume or 20K - 50K orders	14%
Supreme Chomper	More than \$500K sales volume or 50K orders	13%

*Vendors must reach these Sales Volume or Order Volume numbers through orders directly placed on Byppo.

The Byppo Vendor Fee is calculated by taking a percentage of the Order Total, which is the sum of:

- (1) The customer's total purchase order of your products
- (2) The amount of the tip, if any, determined by the customer;
- (3) The Convenience Fee charged by Byppo to the customer. This is a fee that Byppo collects and will not be remitted to the Vendor;



- (4) The sales and other taxes applicable to the order;
- (5) The Delivery Fee charged by the Vendor to the customer. This is a fee that the Vendor determines and is remitted to the Vendor.
- (5) Less any promotions or refunds by Byppo.

Stripe Transaction / Credit Card Processing Fee: Stripe’s credit card and processing fee is currently 2.9% of the Order Total plus \$0.30 per successful transaction. All credit card transactions through the Byppo Platform are processed by Stripe, which sets the amount of the credit card and processing fee in which it is paid. For more information about Stripe, visit www.stripe.com. Byppo reserves the right to employ the services of other credit card processing companies.

The following is an example of the calculation of the Order Total on which the Vendor Fee is based and the Net Amount owing to the Vendor.

Sample Vendor Order Breakdown	
Pizza Combo Deal x2 (\$12.50/each)	\$25.00
Subtotal:	\$25.00
Tax (Assuming 7%):	\$1.75
Tip:	\$3.00
Promos Applied (assume none):	\$0.00
Delivery Fee (assume \$2):	\$2.00
Refunds (assume none issued):	\$0.00
<u>Customer Convenience Fee (assume \$0.50)</u>	<u>\$0.50</u>



Order Total:	\$32.25
Byppo Vendor Fee (assumed 10%)	(\$3.23)
<u>Credit Card and Processing Fee:</u>	<u>(\$1.24)</u>
Net Amount Owing to Vendor:	\$27.78

In the event that Byppo provides technical, delivery or other services to you beyond the intended use of Byppo’s Platform for customer ordering purposes, any such additional services may be subject to additional fees.

7. Taxes: You agree to pay all federal, state and local taxes applicable to any orders obtained through the Vendor Platform. Byppo will not pay nor be responsible for any sales or other taxes applicable to your orders. As part of its services, Byppo will calculate the sales tax to be collected from the customer for each order (adjusted for any promotions or discounts that Vendor or Byppo may provide) based upon the Vendor’s store address and zip code. The vendor will be responsible for advising Byppo of any adjustments or modifications to its services, location, or pricing policies that may affect the calculation of appropriate taxes.

8. Tips: Your customers will have the ability to leave a tip when ordering from your store through Byppo. You agree that the full amount of any tips included in a customer’s order will be distributed to your employees consistent with your tipping policy. Byppo will not be responsible for the payment of any tips to your employees.

9. Refunds: You may issue refunds to the customer by requesting Byppo to process the refund through Stripe and credit the customer’s credit card. Byppo will not be



responsible for the refund process nor for any payment errors or accounting problems that may occur through the refund process. Any refunds agreed to by the Vendor will not reduce or affect amounts owing or paid to Byppo on that transaction for (a) the Customer Convenience Fee and (b) the Byppo Vendor Fee, nor will any refund reduce or affect the amount owing to the credit card service provider for the credit card transaction and processing fee. If you authorize a full refund to the customer, you will be charged the amount of the Customer Convenience Fee refunded to the customer. In the event that the customer receives a refund of his/her order, tips are not refundable on the Byppo Vendor platform unless expressly authorized by your customer. Any refund that you authorize cannot exceed the customer's order, exclusive of tips. (Thus, if there is a \$20 order and a \$3.00 tip, you cannot authorize more than a \$20 refund.)

10. Order / Credit Card Disputes: In the event that a customer disputes an order payment through his or her credit card company, Byppo will charge the vendor the dispute fee (currently \$15) charged to Byppo by the credit card transaction company. If the dispute results in a reduction of the amount that should have been paid to the vendor, the vendor shall reimburse Byppo for the amount of the reduction. Vendor agrees to cooperate with Byppo with regard to any dispute that relates to their vendor account in order to help resolve disputes in a timely and efficient manner.

11. Vendor Promotions and Discounts: Vendors will have the capacity to engage in promotions and discounts with Byppo through the Vendor Platform. Vendor will advise Byppo sufficiently in advance of any promotions or discounts so that Byppo can adjust the Vendor account on the Vendor Platform accordingly. If Vendor fails to fully and timely advise Byppo of any promotions or discounts, Byppo will not be responsible or liable for any disputes that may arise with Vendor's customers. Vendors will resolve any



disputes directly with their customers. If a Vendor requests that discounts or promotions be run on Byppo's Platform, any monetary discounts on purchase orders will reduce the total owing to Vendor and will not be the responsibility of or charged against Byppo.

12. Byppo Gift Cards & Credits: If Byppo issues its own Byppo gift cards, or issues credits or other promotions that reduce a purchaser's total cost with regard to a particular order from a Vendor, Byppo will absorb the cost of any such promotion and the Vendor will receive full payment for its products.

13. Alcohol Sales: If wine or other alcohol products are among the items listed for purchase, your posting on the Vendor Platform must state the following: "No alcohol products will be sold to any person under the age of 21. Each purchaser of wine or other alcoholic product will be required to provide proof of age at the time the alcohol is delivered to or picked up by the customer." Byppo assumes no responsibility for the sale of alcohol products and you will defend, indemnify, hold harmless and pay any and all fines and economic damages that may be incurred by Byppo as a result of your improper sale of alcohol products. Any refunds necessary as a result of attempted purchases by underage customers will be handled by you pursuant to the refund provisions of Item 10.

14. Limitations of Use

Without derogating from any of the terms and conditions herein, you undertake to act in accordance with the following terms in relation to the Platform:



- You undertake to refrain from using the Platform in an illegal manner or with the intention to violate any applicable law or in any manner prohibited by these Terms or the Privacy Policy.
- You undertake to refrain from making any alteration, modification or changes to the Platform, interfering with the Platform design, source code or any element of the Platform and from inappropriately using the intellectual property rights of any third party;
- You undertake to refrain from attempting to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to the server of Byppo Technologies, LLC, or to any of the services offered on or through the Platform, by hacking, password “mining”, or any other illegitimate means;
- You undertake to refrain from using any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy reverse engineer, disassemble, monitor, decompile or otherwise attempt to discover any portion of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform;
- You undertake to refrain from probing, scanning or testing the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;
- You undertake to refrain from using the Platform to distribute copy, reproduce, transmit, publicly display, publish, edit or create derivative works from any content that contains pornographic material, violent expressions, defamation, slander and hate speech, bullying, and harassment including content that directly



attacks people or shaming them based on their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, or gender identity, or serious disabilities or diseases;

- You have examined, before using the Platform, and ensured that the Platform is suitable for your needs, and you waive any claim with respect to the Platform not being fit for your needs.
- You are solely responsible to verify before using the Platform the condition of your internet connection – Byppo will not bear any responsibility for damage that may be caused due to your internet connection problems.
- You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Platform, including, without limitation, modems, hardware, software, and long-distance or local telephone service. You are responsible for ensuring that such equipment or ancillary services are compatible with the Platform.

We reserve the right to prevent a user who has violated any provision of these Terms from using the Platform. By accessing the Platform through your computer, tablet or cell phone, you acknowledge that the availability of the Services is dependent on your internet access or your device and your device's carrier ("Carrier"). We shall not bear any responsibility for damage that you may incur due to your internet service or your Carrier's connection failure or computer, tablet, or mobile device problems.

15. Reservation of Rights and Ownership: Byppo reserves all right to the Vendor Platform not expressly granted to you in this Agreement. The Platform is protected by copyright and other intellectual property laws. Byppo owns all rights and title in the Platform. Except for your permitted postings, you may not copy, alter or modify the Platform or any of its contents in any way, including without limitation its underlying



ideas, algorithms, or structure, or allow any other person or business to do so. You may not sell, assign, lease or otherwise transfer any of your rights under this Agreement without the express prior written approval of Byppo.

16. Non-Exclusivity: Byppo's Platform is marketed to a broad group of businesses. You understand that you have no claim or right to exclusive use of the Platform or the right to preclude Byppo from entering into User License Agreements with any other restaurant, product or service provider, including vendors that may be in similar or competing businesses. You will have no control over or any claim regarding the content of the Platform, the terms of the licensing agreement or Byppo's business relationship regarding any other vendor.

17. Changes to the Platform: Byppo reserves the right to maintain and to make changes, updates, or enhancements to the Platform at any time. In the event that the Platform has temporary technical problems that may affect its operation or efficiency, you will not make any claims against Byppo based on any alleged loss of revenues. If there has been an actual proven loss of revenue due to the operational failure of the Platform, Byppo will promptly reimburse you for any such loss.

18. Changes to this Agreement: Byppo reserves the right to modify any of the terms of this User License and Agreement at any time. If Byppo makes any material changes, it will promptly provide you with a copy of any revised User License and Agreement, and your continued use of the Platform will constitute your consent to the revised terms.



19. Limitation of Liability: In no event shall Byppo Technologies, LLC, nor its managers, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Platform; (ii) any conduct or content of any third party on the Platform; (iii) any content obtained from the Platform; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage. This limitation of liability is part of the basis of the bargain between you and Byppo Technologies, LLC and shall apply to all claims of liability (e.g. warranty, tort, negligence, contract, law).

20. Indemnity: You agree to indemnify, defend and hold Byppo and any of its managers, agents and employees harmless from and against any threatened or actual claims, actions, suits and demands and any resulting losses, liabilities, expenses and costs, including without limitation reasonable attorneys' fees, which arise in connection with or are related to (a) your breach of this Agreement, (b) your negligence or misconduct, or (c) your violation of any law or regulation.

21. Privacy: You may access Byppo's privacy policy at app.byppo.com or through the vendor portal at app.byppo.com/vendor. By using the Platform, you agree to the limited collection and use by us of your personal identity information as well as the information described in the privacy policy.



22. Termination: This Agreement and the business relationship between us may be terminated by either of us at any time with or without cause by express written notice. Notice may be sent by email to Byppo at info@byppo.com and to you at the Contact Address shown below or the place of business posted on your website.

23. Governing Law and Disputes

These Terms shall be governed and construed in accordance with the laws of the state of Florida. Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration. Either party may initiate arbitration by making a demand on the other party by written notice. However, nothing in these terms will be deemed to waive, preclude or otherwise limit the right of either of us to (1) bring an individual action in small claims court; (2) pursue enforcement action through the applicable federal, state or local agency if that action is available; or (3) file suit in a court of law to address an intellectual property infringement claim.

The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Gainesville, Florida, United States. The arbitrator shall have authority to determine who shall pay costs and expenses, including without limitation reasonable attorneys' fees and arbitrator's fees, it being the intent of the parties that the prevailing party in any action shall be entitled to recover the cost of such action, including without limitation reasonable attorney's fees, incurred as a result of such action.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and



supersede and replace any prior agreements we might have had between us regarding the Service.

24. Entire Agreement: This Agreement and any written instructions related to the Platform provided by Byppo constitute the entire agreement between you and Byppo and supersede all prior oral or written communications or agreements with respect to the Platform.

Communication: If you have any questions regarding this Agreement, please reach us via vendor@byppo.com.

Victoria Liu

Byppo Technologies, LLC

Victoria Liu, Founder & CEO

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