Terms of Use

Spot Sav · Version 1 · Effective July 20, 2026

Platform Terms for Clients

PLEASE READ THESE TERMS FOR USERS (THE “AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY SPOT SAV. BY CHECKING (ACCEPTING) THEM I AGREE TO THE TERMS AND CONDITIONS CHECK BOX OR BY USING THE SERVICES IN ANY MANNER, YOU OR THE ENTITY YOU REPRESENT (“USER”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND USER. USE OF SPOT SAV’S SERVICES IS EXPRESSLY CONDITIONED UPON USER’S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF A USER DOES NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, NAVIGATE AWAY FROM THIS PAGE AND USER WILL HAVE NO RIGHT TO USE THE SERVICES.

Spot Sav reserves the right, at its sole discretion, to modify or replace this Agreement, or change, suspend, or discontinue the Platform and Spot Sav Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform or by sending Client an email. It is Client’s responsibility to check this Agreement periodically for changes. Client’s continued use of the Platform or Spot Sav Services following the posting of any changes to this Agreement constitutes acceptance of those changes.

1. Platform & Services.

Spot Sav provides an online platform that provides away to connect client with service providers (“Vendors”).

Spot Sav also provides a set of services to (i) assist Client in using the Platform (ii) scope Client’s requirements for Services; (ii) provide one or more appropriate Vendors to provide

such market Services; (iv) Monitoring vendors performance and verification and (v) provide additional assistance to Client in connection with the receipt of such business Services, as may be required by mutual agreement (collectively, the “Spot Sav Services”).

For avoidance of doubt, Spot Sav does not provide nor is it obligated to provide business Services, as those are provided by the Vendors assigned to the client. While the Spot Sav Services are intended to assist the Client in procuring the desired Services, the Client assumes responsibility for working with the Vendors and providing the required feedback, input and adherence to agreed-upon duration for a successful project.

1. Online Quote for Services.

Spot Sav will provide users (Clients and Vendors) an online Membership Agreements, as well as Services which will provide (i) general nature and details of the Membership Agreement and/or Services; (ii) deliverables to be provided (“Deliverables”); (iii) timeline and deadline(s) for the Services (iv) fees to be paid by Vendors for the Membership and/or Services/Deliverables, and Spot Sav Services (“Fees”). When a Services Project Quote is accepted by the Vendor, Spot Sav will provide Client a form Platform where they con procure their service from.

Following submission of a service request from clients, Spot Sav will scan to identify one or more potential Vendors to perform the Client’s requested Services as outlined in the Quote and. Client may reject, via the Platform, any Vendor(s) in which instance Spot Sav will attempt to identify one or more additional Vendors to perform such Services. Once the Client selects a Vendor(s), Spot Sav will confirm that such Vendor accepts the service description and terms, and the Vendor will begin the delivery of the Services. Client acknowledges and agrees that once a Vendor has confirmed they will provide the service and any Deliverables associated with the service description, the Services will commence. Should the Client request additional Services or Deliverables once a Vendor has commenced work, Vendor (service provider) retains the right to change the Fees associated with the Quote, upon notice to Client. Client further acknowledges and agrees that all Vendors are independent contractors and are not employees, agents, partners or joint ventures of either Spot Sav or Client

1. Spot Sav Platform and Services Fees.

Spot Sav offers a Platform on which vendors get business, and it's from these services that a service fee will be charged for every completed transaction. Client will agree to the terms and fees associated with any additional Platform and/or Spot Sav Services as described in the attached Statements of Work.

1. Payment

All Fees will be invoiced by the vendor upon quote acceptance by the client, all Fees are due during and on service delivery. All Fees shall be payable in accordance with the currency recognized in that specific country. Ownership of assets, services, products, and usage rights does not transfer to Client until final invoices are paid in full. If Client has a good faith belief that a transaction has been altered by Spot Sav or the vendor or Client must contact Spot Sav in writing within seven (7) days following receipt of the applicable invoice specifying the calculation error and the amount of the adjustment or credit requested. Unless Client has notified Spot Sav of such dispute with invoiced fees, payments not received by Spot Sav by the due date shall bear interest of one and one-half percent (1.5%) or the maximum rate allowed by law. Client shall be responsible for all reasonable 3rd party collection costs & legal fees incurred by Spot Sav in collecting amounts due. Paid unused services must be used within 30 days from the date of invoice to avoid a contract cancellation fee equal to the full amount of the original invoice. All Fees are nonrefundable and are not subject to set-off.

1. Ownership; Licenses.

Subject to Client’s compliance with this Agreement and subject to payment of all outstanding Fees, Client shall own all rights of the requested service as described and accepted by the vendor, and Spot Sav hereby makes all assignments necessary to effectuate the foregoing ownership

Term; Termination.

This Agreement will commence the Effective Date set forth above and will continue in full force and effect for a period of one (1) year (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each, a “Renewal Term”, and together with the Initial Term, the “Term”). Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not materially cure such breach within ten (10) days of such notice. Notwithstanding the

foregoing, if at the time this Agreement is terminated there are outstanding Services and Deliverables, then this Agreement shall survive until the completion and payment of such Services and Deliverables.

1. Confidential and Proprietary Information.

Each party shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from the other party; provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure.

1. Appropriate use of the Platform.

Client agrees not to do any of the following: (i) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform other than the search engine and search agents available from Spot Sav on the Platform and other than generally available third party web browsers; (ii) attempt to decipher, decompile, disassemble or reverse engineer any of the software embodied in the Platform; (iii) use, or access the Platform for the purpose of initiating, advising, developing, operating a product or on-line marketplace in competition with the Platform.

1. Online agreement and terms.

Spot Sav’s online platform contains forms, policies, and agreements where the users accept contractual terms. Should there be any conflict or discrepancies between this Agreement and any terms contained in the Online Order Form or Spot Sav’s online platform, the terms of this Agreement will supersede. All of Spot Sav’s guidelines and policies are available for review at www.spotsav.com

1. Warranty; Disclaimer.

Spot Sav warrants that the Spot Sav Services will be performed in a professional and workmanlike manner, in accordance with generally accepted applicable professional and industry standards. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ALL SPOT SAV SERVICES SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, AND SPOT SAV HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, and the stated express warranties are in lieu of all other obligations or performance liabilities arising out of or in connection with the services provided under this Agreement.

1. Indemnity.

Each party agrees to indemnify, defend, and hold the other harmless from and against any claims, costs, liabilities, and expenses (including reasonable attorneys’ fees) paid or payable to an unaffiliated third party arising from (i) any claim that party has infringed another’s intellectual property right; or (ii) any violation of applicable laws.

1. Limitation of Liability.

EXCEPT FOR A PARTY’S BREACH OF SECTION 7 (CONFIDENTIALITY) , NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT TORT, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR (I) ANY DAMAGES RESULTING FROM LOSS OF DATA OR USE; OR (II) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (III) FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID OR PAYABLE TO SPOT SAV UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

1. Non-Solicitation of Personnel.

During the term of this Agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit the employees of the other party without the prior written consent of such other party.

1. Non-Circumvention and Non-Solicitation of Vendors.

Connecting the Client with Vendors is an integral part of Spot Sav’s model, and maintaining a supply of Vendors is essential to Spot Sav’s core business. Client represents and warrants that it will not attempt to circumvent, or circumvent, any of the communication or payment methods provided by the Platform: this includes, but is not limited to (i) submitting any proposals or soliciting any Vendors other than through the Platform; and (ii) paying any fees associated with the Creative Services other than to Spot Sav as provided in this Agreement.

1. Suspension of Access.

Spot Sav retains the right, to immediately prevent or restrict access to the Platform or take any other action as necessary in case of technical problems, infringing or objectionable material, inaccurate formation, failure to respected contract terms, inaccurate listings, inappropriately categorized products or services, or actions otherwise prohibited by applicable law, the guidelines contained on the Platform, or for any other reason in the sole and absolute discretion of Spot Sav, and to correct any inaccurate listing or technical problems on the Platform.

1. Dispute; Release.

In the event of a dispute between Client and Vendor with respect to the Services or Deliverables, such dispute will be submitted to Spot Sav in writing on, before, but no later than ten (10) business days from Client's receipt of the invoice(s) for same services, and if following review, the dispute(s) are found to be valid Spot Sav will resolve such dispute(s) in its reasonable discretion. Client and vendors agree that any such resolution will be final and binding.

1. Miscellaneous.
2. Assignment.

Client may not assign, delegate or transfer this Agreement or any rights or obligations hereunder in any way (by operation of law or otherwise) without Spot Sav’s prior written consent. Spot Sav may transfer, assign, subcontract or delegate this Agreement and any rights and obligations without consent.

1. Independent Contractors.

For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract.

1. Taxes.

Spot Sav will be solely responsible for its income taxes in connection with this Agreement, clients and vendors will be responsible for sales, use and similar taxes, if any.

Platform Terms for Vendors

PLEASE READ THESE MARKETPLACE TERMS FOR VENDORS (THE “AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY SPOT SAV, INC. (“SPOT SAV”). BY CLICKING THE “SUBMIT” BUTTON OR BY USING THE SERVICES IN ANY MANNER, YOU OR THE ENTITY YOU REPRESENT (“VENDOR”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND VENDOR. USE OF SPOT SAV’S SERVICES IS EXPRESSLY CONDITIONED UPON VENDOR’S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF VENDOR DOES NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, NAVIGATE AWAY FROM THIS PAGE AND CLIENT WILL HAVE NO RIGHT TO USE THE SERVICES.

Spot Sav reserves the right, at its sole discretion, to modify or replace this Agreement, or change, suspend, or discontinue the Platform and Spot Sav Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform or by sending Vendor an email. It is Vendor’s responsibility to check this Agreement periodically for changes. Vendor’s continued use of the Platform or Spot Sav Services following the posting of any changes to this Agreement constitutes acceptance of those changes.

1. Nature of Services.

Spot Sav provides an online service of connecting clients to Vendors at a freelance workforce and online collaboration platform (collectively, the “Platform”). The Platform allows a client (“Client”) to identify and connect with service providers (“Vendors”) for the provision of services and sale of goods. Subject to the terms and conditions of this Agreement, Spot Sav will use commercially reasonable efforts to (i) assist Client in using the Platform (ii) scope Client’s requirements for Services; (ii) identify one or more appropriate Vendors to provide such Services; and (iv) provide additional assistance to Client in connection with the receipt of such Services, as may be required by mutual agreement (collectively, the “Spot Sav Services”). For the avoidance of doubt, Spot Sav does not provide, nor is Spot Sav obligated to provide, any Services. Vendor acknowledges and agrees that Vendors provide Services to Client directly and assume sole responsibility for all aspects of their Services, including any Deliverables as are defined below.

1. The Platform.

Spot Sav will forward Client’s request for Services to vendors who will provide (i) general nature request analysis; (ii) determine deliverables to be provided (“Deliverables”); (iii) timeline and deadline(s) for the Services as may be provided in the guidelines; (iv) fees to be paid by Client for Services, Deliverables, and Services as may be provided in Spot Sav policies and guidelines (“Fees”). When a Quote is accepted by the client, Spot Sav will provide a vendor access to details on where services are to be delivered. Once the Client acknowledges and agrees that a Vendor has agreed to provide the Services and any Deliverables associated with a description, the Services will commence, Vendor will complete the Services, and all Fees will be due and payable as provided in Quote and payment terms. Should a Client request additional Services or Deliverables once a Vendor has commenced work, the Vendor retains the right to add extra change Fees associated with the Quote, upon notice to Vendor. Vendor agrees that once Vendor accepts a description of service, Vendor will not provide any similar Services to Client, other than through the Platform.

1. Fees; Payment.

Payment for all Fees must be made through the Platform. and all Fees are due during and upon service delivery. Fees payable to Vendor will be payable upon the earliest of: (i) deposit payment upon confirming the vendor (ii) immediately following completion and delivery of any Deliverables; or (iii) Spot Sav determining, in its sole discretion, that services performed under

the service description are complete and any Deliverables have been delivered. Notwithstanding anything to the contrary, Client is obligated to make partial payment to Vendor and full payment not until: (i) Vendor has completed services under a Creative Brief, including the delivery of any Deliverables;

Ownership; Licenses.

Vendor acknowledges and agrees that any Services and/or Deliverables provided under this agreement will be considered work(s) service on sale. Subject to payment of all outstanding Fees, Client will own all right, title and interest in and to all Services and/or Deliverables provided to Client by Vendor, and Vendor agrees to assist Spot Sav and/or Client in any way to make all assignments necessary to effectuate the foregoing ownership. To the extent allowed by law, the foregoing assignment includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like. If for any reason the foregoing assignment is ineffective, Vendor will grant a Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, transferable right and license to exploit and exercise the Deliverables for any purpose. “Spot Sav Background Materials” means, and, notwithstanding anything to the contrary, “Deliverables” shall not include, Spot Sav’s proprietary or licensed tools, templates, methods, and know-how, pre-existing or otherwise, including (i) any of the foregoing which are generally applicable to Spot Sav’s business, products or services, (ii) any derivatives, modifications, or improvements to the foregoing, and (iii) all intellectual property and proprietary rights embodied by or relating to the foregoing. If Spot Sav incorporates any Spot Sav Background Materials into any Deliverable provided to Client hereunder, then Spot Sav shall and hereby does grant Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, transferable right and license to use such Spot Sav Background Materials solely in connection with Client’s use of such Deliverables. Vendor hereby grants Spot Sav a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, transferable right and license to copy, modify, publicly perform and publicly display the Deliverables on Spot Sav’s website.

1. Dispute; Release.

In the event of a dispute between Client and Vendor with respect to the Creative Services or Deliverables, such dispute will be submitted to Spot Sav in writing on, before, but no later than

ten (10) business days from Client's receipt of the invoice(s) for same services, and if following review, the dispute(s) are found to be valid Spot Sav will resolve such dispute(s) in its reasonable discretion. Vendor agrees that any such resolution will be final and binding.

This release shall not apply to a claim that Spot Sav failed to meet its obligations under this Agreement.

1. Non-Circumvention.

Vendor represents and warrants the Platform will serve as the primary means of communication between Client and Vendor regarding the Services and Deliverables. Vendor further represents and warrants that it will not attempt to circumvent, or circumvent, any of the communication or payment methods provided by the Platform: this includes, but is not limited to, (i) accepting any proposals or solicit any Client other than through the Platform, and (ii) accepting any fees associated with any Services other than from Spot Sav, as provided in this Agreement. Should Vendor breach its warranty in this section, Vendor will pay Spot Sav a fee equal to the greater of (i) twenty-five percent (25%) of the Vendor’s equivalent estimated annual compensation or contract value, or (ii) $1,000.

1. Suspension of Access.

Spot Sav retains the right, to immediately prevent or restrict access to the Platform or take any other action as necessary in case of technical problems, infringing or objectionable material, Inaccurate declaration, defaulting transaction terms, inaccurate listings, inappropriately categorized products or services, or actions otherwise prohibited by applicable law, the guidelines contained on the Platform, or for any other reason in the sole and absolute discretion of Spot Sav, and to correct any inaccurate listing or technical problems on the Platform.

1. Term; Termination.

This Agreement, and any modifications that are posted on the Spot Sav Platform, will commence upon Vendor’s first use of the services and will continue in full force and effect for a period of one (1) year (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each, a “Renewal Term”, and together with the Initial Term, the “Term”). Either party may terminate this Agreement for any reason

by providing a notice to the other party. In addition, Spot Sav may terminate this Agreement in the event that Vendor materially breaches this Agreement and does not materially cure such breach within ten (10) days of such notice. Notwithstanding the foregoing, if at the time this Agreement is terminated there are outstanding Services and Deliverables, then this Agreement shall survive until the completion and payment of such Services and Deliverables.

1. Confidential and Proprietary Information.

Each party shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from the other party; provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure.

Vendor also agrees that it shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from a Client, provided, Vendor will not be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of Vendor, (ii) that is or has been disclosed to Vendor by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by Vendor, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure.

1. Relationship of the Parties.

Vendor is an independent contractor and is not an employee, agent, partner or joint venturer of either Spot Sav or any Clients. Vendor will not bind nor attempt to bind Spot Sav or any

Client to any contract. Vendor is not eligible to participate in Spot Sav's or any Client's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Neither Spot Sav nor any Client will provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to a Vendor. Vendor will provide Spot Sav with any information required for tax reporting purposes, and will comply (at Vendor's expense) with all applicable provisions of workers' compensation laws, unemployment compensation laws income tax laws, and all other applicable national and international laws relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. If Vendor is an entity, Vendor will ensure that its employees, contractors and others involved in the Creative Services, if any, are bound in writing to the foregoing, and to all of Vendor's obligations under any provision of this Agreement, and Vendor will be responsible for any noncompliance by them.

1. General Skills and Knowledge.

Notwithstanding anything to the contrary in this Agreement, Spot Sav shall not be prohibited or enjoined at any time by Vendor from utilizing any "skills or knowledge of a general nature" acquired during the course of performing the services specified under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another Vendor or Client.

1. Warranty.

Vendor represents and warrants that (i) Vendor will perform all services in a professional and workmanlike manner, in accordance with generally accepted applicable professional and industry standards (ii) will deliver, on time, all Services and/or Deliverables to Client, and (iii) Vendor will comply. In the event Vendor breaches any of the above warranties in any material respect, Spot Sav may exercise all rights and remedies available to it under applicable laws and all other rights and remedies under this Agreement.

1. Indemnity.

Vendor agrees to indemnify, defend, and hold Spot Sav and/or Client harmless from and against any claims, costs, liabilities, and expenses (including reasonable attorneys' fees) paid or payable to an unaffiliated third party arising from (i) Vendor's breach of this Agreement; (ii)

any claim that Vendor has infringed another's intellectual property right; or (iii) any violation of applicable laws by Vendor.

1. Limitation of Liability.

EXCEPT FOR VENDOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR VENDOR'S OBLIGATIONS UNDER SECTION 13, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT TORT, NEGICENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR (I) ANY DAMAGES RESULTING FROM LOSS OF DATA OR USE; OR (II) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMANGES; OR (III) FOR ANY AMOUNTS IN EXCESS (IN THE AGREEGATE OF THE AMOUNTS PAID OR PAYABLE TO SPOT SAV UNDER THIS AGREEMENT DURING THE TWLEVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

1. Non-Solicitation of Personnel.

During the term of this Agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit the employees of the other party for full time employment without the prior written consent of such other party.

1. Miscellaneous.
2. Assignment.

Vendor may not assign, delegate or transfer this Agreement or any rights or obligations hereunder in any way (by operation of law or otherwise) without Spot Sav's prior written consent. Spot Sav may transfer, assign, subcontract or delegate this Agreement and any rights and obligations without consent.

1. Independent Contractors.

For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract.

1. Taxes.

Spot Sav will be solely responsible for its income taxes in connection with this Agreement and Vendor will be responsible for sales, use and similar taxes, if any.

1. Entire Agreement.

This Agreement, along with the Privacy Policy which is incorporated by reference, sets forth the entire understanding of the parties as to the subject matter herein and may not be modified except in a writing executed by both parties.

1. Notices.

Except as otherwise set forth herein, any notices in connection with this Agreement will be in writing and sent by the Vendor to the address provided by the Vendor during registration for the Platform (or, in each case, such other address as may be properly specified by written notice hereunder).

1. Choice of Law; Venue.

This Agreement is governed by and will be construed under the laws of the State of Uganda, without regard to the conflicts of laws provisions thereof. For all purposes of this Agreement, the parties' consent to exclusive jurisdiction and venue in the state or federal courts located in Kampala, Uganda.

Terms of Use for Spot Sav Content Community Users

THESE TERMS OF USE FOR SPOT SAV CONTENT COMMUNITY USERS CREATE A CONTRACT BETWEEN YOU (“YOU” OR “USER”) AND SPOT SAV, INC. (THE “AGREEMENT”, “TERMS”, OR “TERMS OF USE”). PLEASE REVIEW THESE TERMS CAREFULLY BEFORE USING THE SERVICES OFFERED BY SPOT SAV, INC. (“SPOT SAV”). BY CLICKING THE “SUBMIT” BUTTON OR BY USING THE SERVICES IN ANY MATTER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE VARIOUS WEBSITES OWNED AND OPERATED BY SPOT SAV, INCLUDING, WITHOUT LIMITATION, THE SPOT SAV.COM WEBSITE AND DOMAIN NAME (“SITES”), AND ANY OTHER FEATURES, CONTENT, OR APPLICATIONS OFFERED FROM TIME TO TIME BY SPOT SAV IN CONNECTION THEREWITH (COLLECTIVELY “SERVICE”). YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ASSENT TO THSES TERMS AND CONDITIONS. USE OF SPOT SAV’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. BY

USING THE SITES AND/OR SPOT SAV'S SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE SITES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE SITES OR SERVICE, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SERVICES ON THE SITES. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, NAVIGATE AWAY FROM THIS PAGE AND YOU WILL HAVE NO RIGHT TO USE THE SERVICES.

1. Acceptance of Terms.

To the extent allowed by law, Spot Sav reserves the right, at its sole discretion, to modify or replace this Agreement, or change, suspend, or discontinue the Content Community and Spot Sav Services at any time by posting a notice on the Platform or by sending You an email, both of which would be deemed a modification of the Agreement. It is Your responsibility to check this Agreement periodically for changes. Your continued use of the Content Community or Spot Sav Services following the posting of any changes to this Agreement constitutes acceptance of those changes. In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by Spot Sav from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

1. Modification of Terms of Use.

Spot Sav reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including, without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Sites or by sending you an email. Spot Sav may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

1. Consent to Use Electronic Records

In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Site, you give us permission to provide these records to you electronically instead of in paper form.

1. Right to Withdraw Consent

By registering to use the Spot Sav platform, you consent to electronically receive and access, via email or the Site, all records and notices for the services provided to you under this Agreement that Spot Sav would otherwise be required to provide to you in paper form. Spot Sav will generally communicate with you electronically; however, Spot Sav reserves the right, in its sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which you have registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Spot Sav's Legal Department. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Spot Sav and the services it provides. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

To ensure that Spot Sav is able to provide records and notices to you electronically, you must notify us of any change in your email address.

1. User Eligibility

To use the Spot Sav platform, you must register with Spot Sav. To register you must be a legal entity or an individual 15 years or older who can form legally binding contracts and that all registration information you submit is accurate and truthful. When you register you also must agree to the terms of this Agreement. By registering you agree to abide by this Agreement. Spot Sav may in its sole discretion refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

You agree that you are not: (a) a citizen or resident of a geographic area in which access or use of Spot Sav's platform is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to your country. or other sovereign country sanctions or embargoes.

1. Platform Registration

As a condition to using certain aspects of the Service, you will be required to register with Spot Sav and select a password and screen name (“Spot Sav User ID”). You shall provide Spot Sav with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Spot Sav account. You shall not (i) select or use as a Spot Sav User ID a name of another person with the intent to impersonate that person; (ii) use as a Spot Sav User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Spot Sav User ID a name that is otherwise offensive, vulgar or obscene. Spot Sav reserves the right to refuse registration of, or cancel a Spot Sav User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Spot Sav password. You shall never use another user’s account without such other user’s express permission. You will immediately notify Spot Sav in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You agree to provide true, accurate, and complete information on all registration and other forms you access on the platform or provide to Spot Sav and to update your information to maintain its truthfulness, accuracy, and completeness. You must not provide misleading information about your location.

1. Privacy.

Spot Sav's current Sites privacy statement is located at Spot Sav (the “Privacy Policy”) and is incorporated into these Terms of Use. For inquiries in regard to the Privacy Policy, or to report a privacy-related problem, please contact privacy@visual.ly.

1. Rules and Conduct.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service (including, without limitation, any Content, or User Submissions (both as defined below)) is provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term “Content” includes, without limitation, any advertisements, advice, suggestions, videos, audio clips, written forum comments, information, data, text, photographs, software,

scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Spot Sav or its partners on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, that:

infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk, spam or bulk e-mail (including without limitation any postings to third party social media sites which are linked to the Site or the Service); involves commercial activities and/or sales without Spot Sav’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Spot Sav or any third party; or impersonates any person or entity, including any employee or representative of Spot Sav.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Spot Sav in its sole discretion) an unreasonable or disproportionately large load on Spot Sav’s (or its third party providers’) infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Spot Sav may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); or (iv) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Sites.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Spot Sav reserves the right to remove any Content from the Sites or Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Spot Sav is concerned that you may have violated the Terms of Use), or for no reason at all.

1. Fees and Payment.

Spot Sav reserves the right to require payment of fees for certain features of the Service. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Sites in connection with such features. Spot Sav reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by email or posted on the Sites. Use of the Service by you following such notification constitutes your acceptance of any new or increased charges.

1. Third Party Sites.

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites. When you access third party websites, you do so at your own risk. These other websites are not under Spot Sav's control, and you acknowledge that Spot Sav is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Spot Sav or any association with its operators. You further acknowledge and agree that Spot Sav 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 the use of or reliance on any such Content, goods or services available on or through any such website or resource.

1. Spot Sav and Site Content.

You agree that the Service contains Content specifically provided by Spot Sav or its partners or users and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Service. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you, (i) without the consent of

the respective owners or other valid right, and (ii) in any way that violates any third party right.

You may, to the extent the Sites expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from Spot Sav, or from the copyright holder identified in such Content's copyright notice.

1. User Submissions.

The Service may provide you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, “posting”) data, text, photographs, graphics, visualizations, videos, audio clips, written forum comments, software, scripts, works of authorship or other information or content, to the Services (“User Submissions”).By posting User Submissions on or at any of the Sites or otherwise through the Service, you hereby do and shall grant Spot Sav a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Sites, the Service and Spot Sav’s (and its successors and assigns) business, including without limitation for promoting and redistributing part or all of the Sites (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites). You also hereby do and shall grant each user of the Sites and/or the Service a non-exclusive license to access your User Submissions through the Sites and the Service, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Sites and the Service and under these Terms of Use. For clarity, the foregoing license grant to Spot Sav does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing. You represent and warrant that you own or otherwise control all rights to such User Submissions and that disclosure and use of such User Submissions by Spot Sav (including without limitation, publishing content on or at the Sites) will not infringe or violate

the rights of any third party; and you acknowledge and agree that: (i) without limiting the license granted by you to Spot Sav with respect to your User Submissions, Spot Sav shall have the right to reformat, excerpt, or translate your User Submissions; (ii) all information publicly posted or privately transmitted through the Sites is the sole responsibility of the person from which such content originated; (iii) Spot Sav will not be liable for any errors or omissions in any content; and (iv) Spot Sav cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

Spot Sav does not endorse and has no control over any User Submission. Spot Sav cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service and all User Submissions provided by you are is at your own risk and you will be solely responsible for any damage or loss to any party resulting there from. Spot Sav has no obligation to monitor the Site, Service, Content, or User Submissions. Spot Sav may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission), or for no reason at all.

Under no circumstances will Spot Sav be liable in any way for any Content or User Submissions, including, but not limited to, any errors or omissions in any Content or User Submissions, or any loss or damage of any kind incurred in connection with use of or exposure to any Content or User Submissions posted, emailed, accessed, transmitted or otherwise made available via the Service.

1. Termination.

Spot Sav may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Sites. Any fees paid hereunder are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

1. Warranty Disclaimer.

Spot Sav has no special relationship with or fiduciary duty to you. You acknowledge that Spot Sav has no control over, and no duty to take any action regarding: which users gains access to the Website; what Content you access via the Website; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Spot Sav from all liability for you having acquired or not acquired Content through the Sites. The Sites may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Spot Sav makes no representations concerning any content contained in or accessed through the Sites, and Spot Sav will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites.

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SPOT SAV MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES.

Spot Sav will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Spot Sav’s equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Service.

1. Indemnification.

You shall defend, indemnify, and hold harmless Spot Sav, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Sites, Service, Content or otherwise from your User Submissions, (ii) your violation of the Terms of Use, or (iii) infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. Spot Sav reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Spot Sav in asserting any available defenses.

By using the Service, you agree that Spot Sav shall not be responsible for (1) any Content, (2) any person’s reliance on any such Content, whether or not correct, current and complete, or (3) the consequences of any action that you or any other person takes or fails to take based on any Content or otherwise as a result of your use of the Service.

1. Limitation of Liability.

IN NO EVENT SHALL SPOT SAV, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR YOUR RELIANCE ON THE SERVICE OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS ($100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

1. International/Non-California Use.

Spot Sav makes no representation that the Content is appropriate or available for use in all regions in the world, and accessing the Service is prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own

initiative and are responsible for compliance with local laws.

1. Dispute Resolution.

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Spot Sav agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Use shall be governed by and construed in accordance with the laws of the State of Uganda. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Kampala Uganda, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

1. Integration and Severability.

The Terms of Use are the entire agreement between you and Spot Sav with respect to the Service and use of the Sites, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Spot Sav with respect to the

Sites. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

1. Miscellaneous.

Spot Sav shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Spot Sav’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with Spot Sav's prior written consent. Spot Sav may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

1. Copyright and Trademark Notices.

Unless otherwise indicated, the Terms of Use and all Content provided by Spot Sav are copyright B) 2011 Spot Sav, Inc. All rights reserved.

Spot Sav is either a trademark or registered trademarks of Spot Sav. The names of any actual companies and products mentioned at the Sites may be the trademarks of their respective owners.

As Spot Sav asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that any material located on or linked to by or through the Service violates your copyright, you may notify Spot Sav in accordance with the following policy. The address of Spot Sav Designated Agent to Receive Notification of Claimed

Infringement (“Designated Agent”) is listed at the end of this policy.

It is Spot Sav’s policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

1. Procedure for Reporting Copyright Infringements:

If you believe that Content residing on or accessible through the Site or Service infringes a copyright, please send a written notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the owner of the copyright that has been allegedly infringed, or a person authorized to act on such person’s behalf;
2. Identification of the copyrighted works or materials allegedly being infringed;
3. Identification of the Content that is claimed to be infringing including information regarding the exact location of the Content that the copyright owner seeks to have removed, with sufficient detail so that Spot Sav is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the use of the allegedly infringing Content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is the copyright holder is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Spot Sav’s policy:

1. to remove or disable access to the infringing Content;
2. to notify the Content provider, member or user that it has removed or disabled access to the Content; and
3. that repeat offenders will have the infringing Content removed from the system and that Spot Sav will terminate such content provider’s, member’s or user’s access to the service.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the Content provider, member or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the Content provider, member or user;
2. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
3. A statement that the Content provider, member or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Spot Sav is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Spot Sav may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Spot Sav's discretion.

Please contact Spot Sav's Designated Agent to Receive Notification of Claimed Infringement at the following address: Designated Agent to Receive Notification of Claimed

KATO NDYOWMUKAMA NICHOLAS

LAWYER

LL.B (MUK) D.LP (LDC)

+256785280757

katonnicholas@gmail.com

Contact. You may contact Spot Sav at the following address: Legal Department Kampala Uganda.
