

LibDib, LLC, Terms of Service

Last Updated: 08/16/2026

Acceptance of the Terms of Service

By clicking the "I Accept" button (whether displayed as part of the onboarding or setup process or at any other time) or otherwise using the Services (as defined below) user agrees to the following Terms of Service (the "ToS") including the Privacy Policy, the Documentation and the other items referenced herein and therein (the "Agreement") governing use of the online services and offline services (collectively, the "Services"). If user enters into the Agreement on behalf of a company or other legal entity, the user represents that he/she has the authority to bind such entity to these Terms of Service, in which case the term "user" shall refer to such entity. If user does not have such authority, or is under 21 years of age, or does not agree and consent to the agreement, one must not accept the Terms of Service and may not use the Services. The Agreement is Confidential Information of LibDib and should not be disclosed to any third party or used for any purpose other than in relation to the Services.

About LibDib

LibDib is a licensed distributor and importer of alcohol. LibDib deploys technology to help properly licensed producers and importers of alcohol ("Makers") and properly licensed businesses such as restaurants, bars and other retailers ("Buyers") to sell and buy alcohol in a legal, efficient and compliant manner. LibDib, LLC, has corporate offices located at 6980 Santa Teresa Blvd, Suite 201, San Jose, CA 95119.

Definitions

The Agreement is between the user and LibDib or one of its Affiliates (each as defined below) that accepts or is responsible for delivering the applicable Product Order (each as defined below) ("LibDib" user may enter the Agreement with multiple LibDib entities with respect to different Product Orders and no LibDib entity has the right to enter any contract on behalf of or as agent for any other LibDib entity. All capitalized terms defined in the Agreement have the meanings as defined. In addition, as used in the Agreement the following terms shall be defined as set forth below:

"Affiliate" means any legal entity that a party owns, which owns the party, or which is under common ownership with the party. "Ownership" means, for the purposes of this definition, more than 50% voting control.

"Documentation" means written information (whether contained in handbooks, policies, catalogs, user or technical manuals, training materials, copyright attributions or otherwise) pertaining to the Services and made available by LibDib in any manner (including via email, on the Site, online messages, or other on-line format) as updated or amended by LibDib from time to time.

“Offering” or “Offered” is a specific Product offered for a specific price in a specific jurisdiction.

“Order” means both a request for a Product by Buyer to LibDib and a request for a Product by LibDib to a Maker. No Order is final until accepted by the receiving party.

“Product” means all items offered for sale on the Site.

“Site” means the Internet pages, documents, content and resources accessible by a user with a valid LibDib username and password and related LibDib micro-site(s).

Other Distributors

LibDib will not do business with a Maker in any manner that is a breach of an obligation with a third party, including other distributors. Accordingly, user represents and warrants that the Services will be used in a manner consistent with and permitted by any obligations to third parties. If user is a third party and believes that someone is using the Services in violation of an agreement with such person or entity, please contact Legal@LibDib.com with details.

Electronic Communications and Business

User consents to receive communications from LibDib and to do business with LibDib electronically. In almost all cases, LibDib exclusively communicates via email, by posting notices on websites, by delivering notifications via mobile applications, via electronic payments, or through other electronic means. User agrees that all agreements, notices, disclosures and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

User Account

The User is responsible for maintaining the confidentiality of the Services account and password and for restricting access to computers and other applicable devices. User accepts responsibility for all activities that occur under the account (and any sub-accounts) or password.

License And Right to Access and Use Services

Subject to compliance with these Terms of Service, LibDib grants User a limited license to access and use the Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of LibDib. This license does not include any resale or commercial use of the Site or the Services or their contents; any derivative use of the Site or Services or their contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information

(including images, text, page layout, or form) of LibDib without our express written consent. User may not use any meta tags or any other 'hidden text' utilizing LibDib's names or trademarks without our express written consent. Any unauthorized use terminates the permission or license granted by LibDib.

LibDib may unilaterally cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, LibDib reserves the right to refuse or terminate all or part of the Services to anyone for any reason at our sole discretion.

Promotions and Services

LibDib and its customers may (from time-to-time) have special offers or promotions that are made available to the User through emails, on-platform messages and/or SMS text messages.

The User is free to disable these promotion and service announcements through on-platform notification preferences.

Maker Provisions

General

Maker will promptly provide information requested by LibDib reasonably related to the Services. When making a Product Offering, Maker agrees to comply with LibDib's rules set forth in the Documentation and agrees to the following:

Maker is responsible for the accuracy and content of Maker portion of the Site and Product Offerings, including maintaining the accuracy of their available inventory. Any order that cannot be fulfilled due to lack of Maker inventory and insufficient maintenance of Maker's Product Offerings will result in a \$25 per case fee, unless waived by LibDib's express written consent.

Product Offerings may not be immediately searchable by keyword or category; LibDib strives to create a Site where Buyers find what they are looking for. Therefore, the appearance or placement of Makers or Product Offerings in search and browse results will depend on a variety of factors. To drive a positive Buyer experience, a Product Offering may not appear in some search and browse results regardless of the sort order chosen by the Buyer. By listing a Product on the Site, the Product is available for Order by LibDib and fulfillment in the quantities listed and at the pricing listed on the Site and shall remain so for the longer of: (a) the current price posting period (if any); and (b) a change to the foregoing made by Maker in accordance with the law.

All Products Ordered by LibDib will be supplied, mailed/delivered (by Maker) as directed by LibDib, in accordance with the Agreement and industry standards and best practices.

Nothing in the Agreement shall restrict the right of Maker to engage in promotion and marketing of the Products in and to provide education concerning the Products to Buyers, at its own expense.

Maker Driven Pricing

Makers set pricing to LibDib on the Site for their Product Offerings based on the amount that LibDib will pay the Maker (the “Maker Price”). LibDib, at its discretion, may also display the price that LibDib will charge the Buyer (the “Buyer Price”). The Buyer Price is typically the Maker Price plus LibDib’s margin and occasionally other items such as taxes, shipping or surcharges in certain circumstances. While LibDib makes every effort to use the listed Buyer price, prices for Products charged by LibDib to Buyer are in the sole discretion and unilateral judgment of LibDib. Furthermore, LibDib may reject any Maker suggested Product Offering at its sole discretion. (Note: LibDib will always strive to implement the Maker’s desired price).

Please note: the Maker is always responsible for coordinating product pickup and paying for shipping to the location directed by LibDib.

LibDib Margin and Changes

LibDib Margin may vary by alcohol type, jurisdiction, and shipping model. Please check during the Product Offering to see the Margin applicable to the Product Offering and how this will affect the Buyer Price. LibDib may also change its Margin on advance notice to the User.

LibDib Implements Pricing and Orders. Once approved by LibDib and required brand labeling, price posting and/or other requirements are met, the Product Offering will go live on the Site and this will be the Buyer Price for the Product Offering unless/until LibDib notifies the user of a change or is requested by the Maker and LibDib can implement in accordance with the law (note: LibDib will always strive to implement the Maker’s desired price changes as soon as legally possible but cannot make any guarantees on timing). Maker will promptly acknowledge the availability of inventory for sale when an Order is requested by LibDib and will accept and ship the Product (or reject) no later than 3 days from Order request notice from LibDib.

Maker Shipping

Makers must utilize LibShip, LibDib’s in-house shipping service (see below). Any exceptions to the use of LibShip must be made with LibDib’s express permission. Any order that is acquired through, facilitated by, or processed through LibDib that is not promptly shipped via LibShip will result in a \$25 per case fee, due immediately. Continued non-shipment may result in termination of the distribution agreement between Maker and LibDib, LLC. Maker agrees to ship in packaging adequate for the purpose of shipping. Examples of adequate packing are available in the LibDib Help Center. LibDib is not responsible for any breakage

or loss, where applicable by law. In the case of breakage, loss, or return, Maker agrees to utilize reasonable methods to replace the product to the Buyer, as governed by law.

LibDib will instruct the Maker where to ship Orders. Maker agrees to comply with such instructions. Makers agree to ship orders within 2 business days of receiving shipping instruction. Failure to ship within this timeframe will result in termination of the distribution agreement between Maker and LibDib, LLC. The hand delivering of any product by a Maker to a Buyer is strictly forbidden. Any additional fees incurred by mis-shipped product is incurred by the Maker. LibDib, Makers, and Buyers all agree that notwithstanding any other provision in the Agreement: (a) all shipments and all Products are sold, transferred to LibDib in accordance with law before delivery to the Buyers (b) all Product sales and transfer of Product title between Makers, LibDib and Buyers occurs at LibDib's licensed premises; and (c) the foregoing (a) and (b) are true in all cases regardless of final delivery location of any Product, how the Product is transported or delivered, who has purchased insurance on the Product or Product shipping, who has paid for Product shipping, or physical location or custody of any Product or otherwise.

Maker is responsible for paying all shipping fees promptly upon shipment. LibDib bills one month in arrears for all shipping charges from the preceding month. LibDib reserves the right to deduct outstanding shipping charges from any amount owed to the Maker by LibDib.

Any shipment made by Maker that is not facilitated by LibShip is, by law, an illegal shipment and in violation of TTB regulations. Any product that is illegally shipped will be subject to a \$25/case fine and is cause for termination of the distribution agreement between Maker and LibDib, LLC.

Use and Responsibilities of LibShip

[LibShip](#) is available through LibDib that utilizes LibDib's shipping account and third party relationships. When LibShip is utilized by the Maker, the product is deemed to be in LibDib's possession while in transit. The Maker must pay shipping charges to LibDib within 15 calendar days of invoice or it may affect Maker's ability to sell through LibDib. LibShip is billed based on the Rated Weight of Maker's shipment, which is determined by the Actual Weight or Dimensional Weight, whichever is greater. After 60 days, any outstanding shipping charges will be deducted from the next purchase order to the Maker. Any breakage or damage that occurs in transit will remain the responsibility of the Maker or company utilized to package the goods. LibDib does not bear any responsibility for theft or breakage in transit. Upon delivery of goods, the maker will be charged the appropriate shipping fee based on the schedule of pricing quoted via LibShip.

Makers must register and set up an Alcohol Shippers Permit with FedEx. Help can be found at help.libdib.com/libship. All packages must be packaged per FedEx guidelines.

If the Maker stores and ships from a warehouse that will deliver directly to one of LibDib's warehouses, Maker does not need a separate FedEx permit. For more information about using LibDib's warehouses, please see below.

For all orders utilizing LibShip Freight, there will be a \$25 processing fee for booking a LibShip Freight shipment. This fee is waived for all Makers that are subscribing to LibDib Silver or LibDib Gold at the time of booking.

Reduced Shipping Costs at Volume and Optional Use of Warehouse for Storage

In addition, one of the ways that LibDib offers shipping efficiencies to Makers is to coordinate with third party storage located in the state or jurisdiction of the Buyer (the "Warehouse") and last mile delivery services from the Warehouse to the Buyer ("Last Mile Delivery"). Where Maker would like to keep inventory at the Warehouse rather than using just-in-time shipping, Maker may purchase storage at the Warehouse ("Third Party Storage Services") and use local Last Mile Delivery to reduce overall shipping costs. In such case, Maker will retain title to the Product at the Warehouse and be responsible for all storage and other costs associated with such.

Product and Third Party Storage Services

LibDib has no liability or responsibility for Third Party Storage Services.

Payment Terms

LibDib will pay Maker using Bill.com to make secure electronic ACH payments. Use of Bill.com is subject to Bill.com's Terms of Service (note: signup and use is free of charge to Makers) and Maker agrees to sign up for Bill.com, including agreeing to the Bill.com Terms of Services set forth at: <https://app.bill.com/TermsOfService>. Maker understands that LibDib does not own or control Bill.com and is not otherwise affiliated with Bill.com. Before receiving payment, Maker agrees to provide LibDib an accurate and up to date w-9 and to complete a simple setup where the Maker enters 2 routing numbers located at the bottom of every check. Maker can simply click and receive payments via ACH going forward. No hardcopies of any documents will be provided. LibDib does not store these banking details in its systems and such information is handled by Bill.com. More information can be obtained from Bill.com here: <https://www.bill.com/about-us/>.

Maker Invoicing

Maker will invoice LibDib at the time of purchase. Please email invoices to billing@libdib.com.

Returns

Maker acknowledges that any defects, are unlikely to be discovered immediately upon delivery. As such, Maker agrees that it shall replace, at its own expense, all Products which are discovered to be spoiled or otherwise deficient in quality (e.g., corked or leaking). When

a Product is returned, the Maker agrees to replace such Product at Maker's expense. If Product Order is canceled then LibDib will owe no fees to Maker or any third party for such Product. In all cases, Maker agrees to pay for all return shipping and if Maker fails to pay for such shipping, LibDib has the right, but not the obligation, to pay for such shipping and invoice Maker or deduct such amount from Maker's invoice.

Recalls

In the event of a recall, Maker must inform LibDib within one business day. If a product(s) is recalled, by Maker, LibDib, or any government agency, Maker will be charged \$50 per case, unless otherwise informed, in writing, by LibDib.

LibDib reserves the right to recall a product if the product is deemed unsafe for consumption.

Maker Inventory Upon Termination

To terminate distribution within any LibDib territory, Maker is required to provide 30 day notice prior to the termination date. Notice must be sent to makers@libdib.com. Following termination of distribution in any LibDib territory, LibDib reserves the right to sell and transfer all inventory of Products, title to which LibDib may have acquired before or after the termination date, to Maker or such third party as Maker may designate in the territory. The purchase price for Products to be sold and transferred to Maker or such third party shall be LibDib's laid-in costs for the relevant inventory, plus a per case handling fee. LibDib's "Laid-in Costs" shall be equal to the following costs per case which LibDib has incurred with regard to the Products:

- (a) the f.o.b. price of Products purchased;
- (b) freight;
- (c) insurance;
- (d) import duties, other import related taxes, and other importation costs paid, if any, by LibDib;
- (e) other applicable taxes required by law to be invoiced; and
- (f) inland transportation.

If Maker does not make commercially reasonable efforts to pay LibDib's laid-in-costs and transfer inventory of Products within 10 business days of the termination date, Products will be shipped back to Maker via LibShip and LibDib will deduct all laid-in-costs from any money owed to Maker.

Floor Stock Adjustment

LibDib agrees to hold inventory as reasonably required for business practices. All inventory purchases are subject to review. All inventory will be reviewed quarterly. If a product has been held in inventory longer than 90 days, the inventory will be subject to a floor stock adjustment and Maker will be billed back 1/4th the original cost of the product's inventory.

This charge will continue until the inventory has been depleted compliantly or the inventory has been in LibDib's possession for one year.

Maker Representations and Warranties

Maker Represents and warrants at all times that:

It has all requisite power and authority to enter into and perform its obligations under the Agreement; The execution, delivery and performance by Maker of the Agreement will not violate or constitute a default under the terms of any agreement or instrument to which Maker is a party or by which any of its material assets or rights or privileges are subject or bound, or otherwise violate the rights of any third party; The Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; Maker has and will maintain all licenses, permits, certificates, COLAs, formulas, and any other items required to sell Maker's Products in every Product Offering confirmed by Maker including any out-of-state supplier/nonresident shipper licenses/certificates of compliance; Maker is the primary American source or has been appointed the primary American source of all brands that are part of any Product Offering; and by listing a brand as part of Product Offering, Maker appoints, designates and authorizes LibDib to distribute all such brands in accordance with the Product Offering; and during the Term of the Agreement Maker will promptly file and keep current all filings in any jurisdiction where Maker is obligated to register or designate LibDib as an authorized distributor in the jurisdiction or otherwise make and keep current all filings necessary to allow LibDib to Distribute all Products in accordance with all Product Offerings; All information provided in using the Services is true, accurate and correct and will be promptly updated upon any changes;

It will make Product Offerings, including, but not limited to price changes only in compliance with law, rule, regulation and standards; Maker has properly and timely paid all taxes, fees and charges imposed on Maker and that as between Maker and LibDib and Maker and any Buyer, Maker is responsible and will pay for any taxes, fees or charges which by law could be paid by either Maker or LibDib or Buyer; Maker shall maintain insurance for product liability claims of at least one million dollars (\$1 million), which will name LibDib as an additional insured and protect LibDib against actions, suits, or liabilities which may be brought against LibDib arising out of, or because of, any actual or alleged defect in Products existing at the time of their delivery or breach of the Agreement by Maker; Maker understands and acknowledges that LibDib is not providing legal advice and any information provided by LibDib is general guidance on how to use the Site and Services and Maker is solely responsible for ensuring Maker's compliance with all laws, rules and regulations; Maker shall comply with all laws, rules, regulations and standards including those applicable to the manufacture, production, packaging and labeling of the Products; Maker will ship all Products where directed by LibDib, with a LibDib approved common carrier, will enter tracking information, and will purchase insurance to adequately cover the entire value of all Products shipped; Maker is responsible for all activity on Maker's account (including any sub-accounts) and will guard passwords and account access so that only authorized users can access the account for authorized purposes and that nobody under

the age of 21 will use or access the account; All Products supplied by Maker will be bottled in cases and bottles of consistent and authorized quality, and in types, sizes, alcoholic content, labels and dress which shall be suitable for sale and distribution in the territory of all Product Offerings; Maker will use its reasonable efforts to ensure that it has sufficient inventory to enable it to fill LibDib's orders at such times and in such reasonable quantities as LibDib may specify, subject to availability and to the market needs of all other distributors; All Products sold to LibDib shall be manufactured, bottled, packaged and labeled in conformity, and shall comply in all material respects, with all applicable laws, rules and regulations in effect in the territory of all Product Offerings; All Products purchased by LibDib shall be in good and merchantable uncontaminated and unadulterated condition, of consistent quality, and in all respects fit for their intended uses and purposes and safe for human consumption; The Products to be sold to LibDib by Maker shall be free and clear of all liens and neither the execution and delivery of the Agreement, nor compliance with the terms and provisions, will result in the creation or imposition of any lien, charge, encumbrance, or restriction of any nature upon the Products to be sold to LibDib; Maker acknowledges and agrees that LibDib will not provide any sales, marketing, advertising or other services for Maker other than displaying the Product Offerings in accordance with the Agreement; and Maker has made the independent decision to appoint LibDib as the distributor of the Offered Products pursuant to the terms of the Agreement. Furthermore, Maker has no oral or written agreement with any other distributor or otherwise that would prevent LibDib from distributing the Offered Products pursuant to the terms of the Agreement.

Buyer Provisions

General

Information and Rules

Buyer will promptly provide any information requested by LibDib reasonably related to the Services. When making a Product purchase, agree to comply with LibDib's rules set forth in the Documentation. Blanket Buyer Resale Certification. Buyer hereby certifies that Buyer will resell all Products purchased from LibDib pursuant to this Resale Certification in the form of tangible personal property in the regular course of Buyer's business operations, and Buyer will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of Buyer's business. Buyer further certifies that it is a duly authorized Vendor licensed in the state of its domicile and has provided LibDib all licenses, certificates, and numbers required to make this Resale Certification valid. Buyer understands and agrees that if Buyer uses the item(s) purchased under this Resale Certificate in any manner other than as just described, Buyer will owe use tax based on each item's purchase price or as otherwise provided by law.

Buyer acknowledges that a person may be guilty of a crime under applicable law if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale)

and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax may be liable for monetary penalties.

Payment via check, AEP, ACH and EFT

Buyers may pay via check and submit to LibDib A/P, 6980 Santa Teresa Blvd, Suite 201, San Jose, CA 95119. Otherwise, the parties hereby consent to use Automatic E-Check Payment (AEP) and Automated Clearinghouse ("ACH") transactions initiated by LibDib to debit the Accounts of Buyer to pay for Products ordered by Buyer from LibDib. Both parties agree to be bound by NACHA Operating Rules and applicable provisions of U.S. federal and state law. Buyer hereby provides authorization for individual AEP and ACH transactions to be initiated by LibDib for Buyer Orders made from LibDib. The parties hereby authorize LibDib to make debit and/or credit instructions for the purchase of Products to any account for which Buyer provides information to LibDib (the "Authorized Accounts") by AEP or EFT; and directs that all such debit and/or credit instructions be made to the Authorized Accounts. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications or otherwise. Either party may update or change the AEP ACH arrangement or Authorized Accounts upon advance written notice to the other or via submission of valid electronic information to the other. Returned items fees may apply. The maximum service charge as allowed by applicable law will be assessed on returned payments.

Buyer Payments, Returns, Order Acceptance, Invoicing, Payment Terms and Delinquency
Payment and Returns

Buyers will pay for Products that are delivered to Buyer. Any Buyer Order may be rejected by LibDib at any time. Buyer will receive an Order notification but nonetheless understands that not all Orders can be fulfilled by LibDib. Buyers will receive a notification if the order cannot be fulfilled or delivered and therefore cancelled. Buyer agrees to promptly accept all Product deliveries on the Site and to pay the Buyer Price or such different amount if LibDib corrects an error. Applicable taxes are included in the Buyer Price. Returns are allowed in accordance with applicable law and with the consent of LibDib. Buyer agrees that the obligation to pay LibDib becomes fixed upon delivery of each Product and such obligation is permanent and not cancellable unless a return is both specifically allowed by law and meets LibDib's return criteria.

New York: All past due invoices will be charged a 1% late fee. This late fee will be based on the total past due balance.

Payment By ACH

LibDib will invoice Buyer via electronic communication and to pay by ACH. Buyer agrees to sign up and pay via secure Intuit QuickBooks Payments ACH transfer, including agreeing to Intuit's terms for using QuickBooks Payments. Buyer understands that LibDib does not own

or control Intuit and is not otherwise affiliated with Intuit. The first time Buyer makes payment, Buyer agrees to complete a simple one-time setup where the Buyer enters 2 routing numbers located at the bottom of every check. Thereafter, the Buyer can simply click and pay via ACH going forward.. LibDib does not store these banking details in its systems and such information is handled by Intuit QuickBook Payments. More information can be obtained from Intuit here: <https://quickbooks.intuit.com/payments/> and <https://www.intuit.com/legal/outbound-licenses/>.

Credit Card Limited Availability

If allowed by law in the applicable jurisdiction and LibDib has enabled use of credit cards, Buyer may select payment via credit card. All credit card payments will be processed through Melio.com. Payments can be made at <https://melio.me/libdib>. Buyer must agree to Melio's terms and conditions before making payments through Melio. Maker understands that LibDib does not own or control Melio and is not otherwise affiliated with Melio. LibDib does not store credit card information in its systems and such information is handled by Melio.

Invoicing and Payment Terms

Invoicing and payment terms are determined based on applicable law in the jurisdiction of the Buyer, and the Buyer's credit status with LibDib and delinquency status. LibDib will inform Buyer of payment terms in the Documentation and Buyer agrees to comply with such terms including any general updates or specific changes for Buyer. For Buyers in good standing, and depending on the location of the Buyer, LibDib either offers terms or collects payment cash on delivery ("COD"). Where payment terms are allowed and offered, LibDib will typically bill via email once per week for all deliveries made during the week and payments via ACH are due before invoice date. Where COD is required by law or implemented by LibDib, Buyer agrees to pay LibDib via ACH immediately on or before delivery and never later than the same day as delivery. Please check the Documentation for the payment terms applicable.

Account Delinquency

Failure by an Buyer to timely pay including making ACH payments at the time of delivery where COD is required, may result in license suspension, COD or cash before delivery ("CBD") requirements, fines and the commission of state and federal crimes. LibDib will comply with all applicable laws including those that require reporting to the state liquor authority or other state agencies, COD/DBR payments, fines, interest, penalties or termination of the Agreement with Buyer.

Buyer Reps and Warranties

Buyer Represents and warrants at all times that:

It has all requisite power and authority to enter into and perform its obligations under the Agreement; The execution, delivery and performance by Buyer of the Agreement will not violate or constitute a default under the terms of any agreement or instrument to which

Buyer is a party or by which any of its material assets or rights or privileges are subject or bound, or otherwise violate the rights of any third party; The Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; Buyer has and will maintain all licenses, permits, certificates, and any other items required to buy Offered Products; All information provided in using the Services is true, accurate and correct and will be promptly updated upon any changes; It will purchase Products only in compliance with law, rule, regulation and standards; Buyer has properly and timely paid all taxes (including, but not limited to, sales tax), fees and charges imposed on Buyer; Buyer will neither order nor accept Products from LibDib while Buyer is insolvent within the meaning of Uniform Commercial Code section 1201(23). Every Order placed or delivery accepted while the Buyer is insolvent shall constitute a written misrepresentation of solvency to LibDib within the meaning of Uniform Commercial Code section 2702(2); Buyer understands and acknowledges that LibDib is not providing legal advice and any information provided by LibDib is general guidance on how to use the Site and Services and Buyer is solely responsible for ensuring Buyers compliance with all laws, rules and regulations; Buyer is responsible for all activity on Buyer's account (including any sub-accounts) and will guard passwords and account access so that only authorized users can access the account for authorized purposes and that nobody under the age of 21 will use or access the account; Buyer shall comply at all times with the Blanket Buyer Resale Certification above; and If COD payment terms are applicable to Buyer, Buyer will make prompt electronic payment on delivery of Product via payment request sent to email address on file and in no case later than the same day of delivery.

Content License, Use and Intellectual Property Rights

When providing content using the Services (directly or indirectly), User grants LibDib a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future.

To the fullest extent permitted under applicable law, User waives the right to enforce against LibDib, our assignees, our sublicensees, and their assignees User Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content.

User represents and warrants that User owns or otherwise controls all of the rights to the content submitted. User represents and warrants that such content is accurate. User represents and warrants that use of any such content (including derivative works) by LibDib, our users, or others in contract with LibDib, and in compliance with the Agreement, does not and will not infringe any Intellectual Property Rights of any third party.

LibDib has the right but not the obligation to monitor and edit or remove any activity or content. LibDib takes no responsibility and assumes no liability for any content provided by

the User or any third party. It is Maker's responsibility to review the content of the Product Offerings for accuracy and that LibDib will not be held responsible for inaccuracies even if LibDib assisted in entering data about Maker or creating Maker's Product Offerings.

User further represents and warrants that connection with using or accessing the Services will not: infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") of LibDib or any third party.

LibDib Proprietary Rights

User acknowledges that: (a) LibDib is the exclusive owner of all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other proprietary rights relating to the Services; and (b) LibDib: (i) may collect any non-personally identifying information relating to, arising from, or provided while using the Services ("Usage Data"); and (ii) is the exclusive owner of the Usage Data and may sell, license, publish or otherwise use the Usage Data for any purpose at its sole discretion. All LibDib software and content included in or made available through the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of LibDib or its content suppliers and protected by United States and international copyright laws. User agrees not to remove any copyright, proprietary, or identification markings and not to create any derivative works based on the Services. The name "LibDib" and other LibDib marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of LibDib. They may not be used without the express written prior permission of LibDib. All other trademarks not owned by LibDib that appear in the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LibDib. One or more patents owned by LibDib apply to the Services and to the features and services accessible via the Services.

Privacy and Marketing

If LibDib provides with information about another user, Maker or Buyer, User agrees to use the information only for the purposes that it is provided to User. User may not disclose, sell, rent, or distribute another User's information to a third party for purposes unrelated to the Services. Additionally, the User may not use information for marketing purposes, via electronic or other means, unless he/she obtains the consent of the specific user to do so.

Confidentiality

LibDib and User each agrees to hold the other's Confidential Information in confidence and not to use it for any purpose other than to provide or receive the Services under the Agreement as applicable. LibDib and User each agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

Confidential Information may only be disclosed to those Affiliates, employees, contractors and advisors of LibDib and User, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions; provided that nothing herein shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process. Confidential Information remains at all times the property of the disclosing party.

Authorization to Contact User; Recording Calls

LibDib and its authorized service providers may contact User using autodialed or prerecorded calls and text messages, at any telephone number provided, to: (i) notify User regarding the account; (ii) troubleshoot problems within the account; (iii) resolve a dispute; (iv) collect a debt; or (v) as otherwise necessary to provide Services or enforce the Agreement, applicable law, or any other agreement we may have with User. LibDib may share User's telephone number with Makers and Buyers involved in any Product transaction. LibDib may, without further notice or warning and in its discretion, monitor or record telephone conversations User or anyone acting on User's behalf has with LibDib or its agents for quality control and training purposes, or for its own protection.

Service Descriptions

LibDib attempts to be as accurate as possible. However, LibDib does not warrant that descriptions of Services, Product Offerings or other content of the Services is accurate, complete, reliable, current, or error-free. LibDib provides links to other sites over which LibDib has no control. LibDib is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

Downtime and Service Suspensions

In addition to our rights to terminate or suspend Services to User as otherwise set forth in the Agreement, User acknowledges that: (i) we shall be entitled, to suspend access to any portion or all of the Services at any time: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that LibDib determines, in its sole discretion, may create a risk to the applicable Service, to the User or to any other person or entity if the Service were not suspended; (c) in the event that LibDib determines that any Service is prohibited by law or otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons; or (d) User engages in any conduct or activities that LibDib in good faith believes to be in violation of any of the terms and conditions in the Agreement; and (ii) User's access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions (all of the foregoing collectively referred to as "Service Suspensions"). LibDib shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that the User may incur as a result of any

Service Suspension. To the extent LibDib is able; we will endeavor to provide User notice of any Service Suspension, but shall have no liability for the manner in which LibDib may do so or fails to do so; it being further understood that LibDib may take any mitigating action without liability or notice to the User in response to the situations described above.

Restrictions

In connection with using or accessing the Services, User will not: post, list or upload content or items in inappropriate categories or areas on our sites; breach or circumvent any laws, third-party rights or LibDib systems, policies, or determinations of account status; use the Services if under 21 years of age; unfairly or illegally manipulate the price of any Product Offering or interfere with any other Product Offerings; post false, inaccurate, misleading, deceptive, defamatory, or libelous content; transfer LibDib account and user ID to another party without consent; distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; distribute viruses or any other technologies that may harm LibDib or the interests or property of other users; use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access Services for any purpose, except with the prior express permission of LibDib; interfere with the working of Services, or impose an unreasonable or disproportionately large load on LibDib infrastructure; commercialize the Services other than as intended by standard use of the Site; harvest or otherwise collect information about users without their consent; or circumvent any technical measures we use to provide the Services.

Release

In a dispute with one or more users, a Third Party Storage Service provider, Makers or Buyer's, User releases LibDib (and our affiliates and subsidiaries, and and respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, User expressly waives any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which User may know or suspect to exist in favor (of User) at the time of agreeing to this release.

Indemnity

User will indemnify and hold LibDib (including affiliates and subsidiaries, as well as respective officers, directors, employees, agents) harmless from any claims, suits, demands, investigations, discovery requests, actions, costs, fines, liabilities, losses and expenses of any kind whatsoever, including reasonable legal fees, made by any third party due to or arising out of: (i) breach of the Agreement, improper use of the Services, breach of any law, rule, regulation, standard or the rights of a third party, or any content submitted to LibDib or any Maker, Buyer or third in connection with or related to the Services, injury to person (including death) or property, or any negligent act, misfeasance or nonfeasance; and (ii) with respect to Makers: consumer use or consumption of the Products; the

defective manufacture, bottling or packaging of the Products; any misleading claim, advertising or representation by Maker or by any agent or representative of Maker regarding the Products, a claim that the Agreement or Services conflicts with any obligation owed to or rights granted by Maker to a third party.

Disclaimer Of Warranties

User agrees that making use of LibDib services is at its own risk, and that the Services are being provided to users on an “as is” and “as available” basis. Accordingly, to the extent permitted by applicable law, LibDib excludes all express or implied warranties, Terms and Conditions including, but not limited to, implied warranties of Merchantability, fitness for a particular purpose, and non-infringement.

Internet and Fault Tolerance

LibDib tries to keep services safe, secure, and functioning properly, but cannot guarantee the continuous operation of or access to services. Product Offering updates and other notification functionality in LibDib’s applications may not occur in real time. Such functionality is subject to delays beyond LibDib’s control. Services may be subject to limitations, security risks, delays and other problems inherent in the use of the internet and electronic communications. LibDib is not responsible for any delays, delivery failures, security breaches or other damage resulting from such problems. The Services contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the software or services could lead to death, personal injury, or severe physical, property or environmental damage.

Exclusion Of Certain Damages

User agrees that the following damages are excluded and that User will not be entitled to any of them: all special, incidental, punitive, and consequential damages; damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, or for negligence or negligent misrepresentations; and for any other pecuniary or other loss whatsoever other than “direct damages” as described below. The foregoing damages will be excluded even in the event of the fault, tort (including negligence), strict or product liability, and/or breach of contract of LibDib or any of the other LibDib entities has been advised of the possibility of such damages. The User agree that these exclusions and the below limitation on liability will apply even if any remedy fails of its essential purpose.

Limitation On Liability

Except for damages that are required by law to be paid and cannot be limited by contract, User agrees that all damages are excluded except for the direct damages that are actually incurred by the User the greater amount of (a) The User’s direct damages and one hundred fifty dollars (US \$150.00).

Platform Marketing Fees

All LibDib Makers are required to maintain an active membership to access and use LibDib distribution services. Membership fees are billed monthly and require a minimum three-month commitment. Membership benefits, distribution markups, and included services vary by tier and are subject to change. Makers may upgrade their membership at any time or cancel after the initial three-month commitment, subject to LibDib's cancellation terms.

LibDib provides marketing services that allows our Makers to access and participate in extended marketing strategies and platform innovations, beyond what is offered under LibDib's basic offering: LibDib Access.

Term Length

Access to any marketing tier will be for a term of a minimum of three months (Initial Term), renewing monthly after the Initial Term. Maker is responsible for payment of the marketing tier for the 30 days between notice of cancellation and final termination of the marketing tier. By agreeing to a marketing tier, Maker is responsible for payments until cancellation is given with proper notice. For notice to be considered adequate, notice of cancellation must be emailed to makers@libdib.com or Maker's respective portfolio manager.

Payment and Fee Schedule

By agreeing to a marketing tier, Maker authorizes LibDib to charge Maker now and again at the beginning of each subsequent month. Maker may opt-out of monthly payments by electing to pay for the entire twelve month term at time of sign up for Maker's respective marketing tier. Maker's marketing tier will continue and automatically renew until terminated. All marketing fees will be charged monthly with a minimum term of twelve months from the Marketing Fee Commencement Date. If Maker elects to discontinue monthly payments of marketing fees, the amount owed for the remainder of the term is due immediately. To use LibDib's platform marketing services, Maker must have an active account with LibDib and allow for billing via a third party payment service of LibDib's selection. Maker must cancel their marketing tier before the annual renewal date (one year from sign up) in order to avoid billing of marketing fees for the next billing cycle.

Changes to the Price and Marketing Tiers

LibDib reserves the right to change our marketing tiers or adjust prices for our services in any manner and at any time as we may deem necessary at our sole and absolute discretion. Except as otherwise provided in these Terms of Service, any price changes or changes to Maker's marketing tier will take effect following notice to Maker.

Cancellation

Maker may cancel their marketing fees at any time, subject to Maker paying the remainder of their fees for the annual term. Upon cancellation, Maker will have access to the services of their marketing tier until the end of the annual term. To cancel, please contact makers@libdib.com.

No Refunds

Payments are nonrefundable and there are no refunds or credits for partially used marketing fees.

General Terms

Blue Pencil and Assignment

If any provision of the Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In LibDib's sole discretion, the Agreement may be assigned, and in such event, LibDib will notify User.

Independent Contractors

User is an independent contractor, and nothing contained in the Agreement shall be construed to (A) give either party the power to direct and control the day-to-day activities of the other, (B) constitute the parties as partners, joint venturers, co-owners agents, franchisee or franchisor or otherwise, or (C) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. User is not an employee of LibDib and therefore not entitled to any LibDib benefits. All financial and other obligations associated with each party's business and are the sole responsibility of such party. User represents and warrants that: (X) will not make any representation, warranties, or guarantees on behalf of LibDib, and (Y) will not disparage LibDib in any manner or otherwise harm LibDib's business or reputation.

Amendment

LibDib may amend the Agreement (including these ToS, the Privacy Policy and the Documentation) at any time by posting the amended terms on www.LibDib.com. LibDib's right to amend the Agreement includes the right to modify, add to, or remove terms in the Agreement. LibDib will provide User 30 days' notice of changes to the ToS or Privacy Policy and notice of changes to the Documentation will become effective when posted or sent to User. Additionally, LibDib will notify through a message from the Site and/or by email. User's continued access or use of LibDib Services constitutes acceptance of the amended terms. The Agreement may not otherwise be amended except through mutual agreement manually executed by User and a LibDib representative who intends to amend these Terms of Service and is duly authorized to agree to such an amendment.

Headings and Waiver

Headings are for reference purposes only and do not limit the scope or extent of such Section. LibDib's failure to act with respect to a breach by User or others does not waive the right to act with respect to subsequent or similar breaches. LibDib does not guarantee action against all breaches of the Agreement.

Subcontractors

LibDib shall have the right to appoint and use subcontractors, wholesalers, warehousemen and jobbers, at its discretion, to assist in providing the Services.

Force Majeure

LibDib's performance of the Agreement is subject to existing laws and legal process, and User agrees that LibDib may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of the Agreement. Each party's obligation to perform its obligations hereunder (other than User's obligation to pay fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.

Waiver

The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of its any of obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under the Agreement.

Severability

If any of the provisions of the Agreement shall be held by a court of competent jurisdiction for any reason to be unenforceable by reason of being excessively broad, or excessively narrow or limited, in its scope or duration, the offending provision(s) automatically shall be deemed amended so as to be as broad as is permissible (if the unenforceability is due to excessive breadth) or as narrow or limited (if the unenforceability is due to excessive narrowness or limitation) as is permitted by applicable law. The unenforceability or invalidity of any one provision shall not affect the remainder of the Agreement, which shall continue in full force and effect.

Applicable Law and Arbitration

User agrees that the laws of the State of California together with the Federal Arbitration Act and other applicable United States federal law, without reference to rules governing choice

of laws, will govern the Agreement and any dispute of any sort that might arise between User and LibDib. If User and LibDib disagree as to any matter arising out of or relating to the Agreement or the transactions contemplated by the Agreement, User and LibDib will promptly consult with one another in an effort to resolve the disagreement.

Any dispute relating in any way to the Services will be exclusively resolved by binding arbitration as described in this “Applicable Law and Arbitration” section, rather than in court, except that (i) each of us may assert claims in a small claims court that is a state or Federal court in Santa Clara County, California if such claims qualify and (ii) User or LibDib may bring suit in any state or Federal court in Santa Clara County, California, submitting to the jurisdiction of such court and waiving LibDib’s respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the provisions of the Agreement as a court would. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA’s Commercial Arbitration Rules.

LibDib and User each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) will have the power to render equitable, as well as other, awards and relief. To begin an arbitration proceeding, User must send a letter requesting arbitration and describing the User’s claim to Liberation Distribution, Inc., ATTN: General Counsel’s Office located at 6980 Santa Teresa Blvd, Suite 201, San Jose, CA 95119. If for any reason a claim proceeds in court rather than in arbitration, LibDib and User each waive any right to a jury trial.

Language

The parties agree that the Agreement and all communications are to be written in English only. If LibDib chooses to release any part of the Agreement in any language other than English, LibDib does so for informational purposes only and User hereby agree that the English language version shall govern and control in all cases.

Offset

User agrees that LibDib may apply any amount owed by User or any of User’s Affiliates to LibDib or any of its Affiliates to offset any amount owed by LibDib or its Affiliates to User or any of User’s Affiliates.

Survival

The following Sections survive any termination: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

Entire Agreement

The Agreement (including these Terms and Conditions, the Documentation, and the other items referenced herein and therein) constitutes the entire agreement between LibDib and User with respect to the Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between LibDib and User regarding them. User agrees that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that User may now or later provide to LibDib, will have no effect and that the Agreement is the only contract between LibDib and User regarding the Services and may only be amended as set forth herein.

Questions or Additional Information

For questions or to obtain additional information, please email libdib@libdib.com.