



End User License Agreement

1. **BINDING EFFECT.** WE PROVIDE THIS APP ON BEHALF OF Pono Coffee LLC ("SELLER") TO ALLOW YOU TO BE ABLE TO ACCESS THE SELLER'S STORE ("STORE"), SELLER AND THIRD-PARTY CONTENT IN THE STORE OR WHICH YOU OTHERWISE ACCESS BY USING THE SOFTWARE ("CONTENT") AND PURCHASE PRODUCTS SOLD BY SELLER ON SUCH STORE ("PRODUCTS"). THIS IS A BINDING AGREEMENT BETWEEN YOU AND SAVOR BRANDS INC. ("SAVOR"). BY CLICKING ON THE "ACCEPT" BUTTON AND INSTALLING THIS APP (THE "SOFTWARE"), YOU AGREE TO BECOME A PARTY TO AND TO ABIDE BY THIS END USER LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT CLICK ON "ACCEPT" AND DO NOT INSTALL THE SOFTWARE. SELECTING "ACCEPT" WILL BE THE LEGAL EQUIVALENT OF YOUR SIGNATURE ON A WRITTEN CONTRACT, AND EQUALLY BINDING. YOU MUST AGREE TO THIS AGREEMENT IN ORDER TO BE ABLE TO INSTALL AND USE THE SOFTWARE AND BE ABLE TO ACCESS THE SELLER STORE AND OTHER THIRD-PARTY CONTENT HOSTED ON OUR SAVOR LIVE PLATFORM ("SERVICE").
2. ONLY PERSONS OF LEGAL AGE CAN ACCEPT THIS AGREEMENT AND INSTALL AND USE THE SOFTWARE. IF YOU ARE UNDER THE AGE OF EIGHTEEN ONLY YOUR PARENT OR LEGAL GUARDIAN CAN REGISTER TO USE THE SOFTWARE.
3. IF YOU ARE A PARENT AND/OR GUARDIAN, OF A CHILD 13-17 YEARS OF AGE ("CHILD") AND DESIRE TO ALLOW YOUR CHILD TO USE THE SOFTWARE, THEN YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL THE TERMS AND CONDITIONS ON BEHALF OF YOUR CHILD BEFORE ALLOWING YOUR CHILD TO DOWNLOAD AND INSTALL THE SOFTWARE. IF YOU ARE A PARENT AND/OR GUARDIAN AND ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR CHILD YOU ALSO REPRESENT AND WARRANT THAT YOUR CHILD IS 13 YEAR OF AGE OR OLDER AND THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF YOUR CHILD.
4. This Agreement is entered into as of the date that you accept the terms hereof and install the Software ("Effective Date").
5. **ACCOUNT REGISTRATION.** You are required to sign up and open a user account in order to use all the features of the Software or in order to sign up, you must complete the registration process by providing the complete and accurate information requested on the registration form. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Savor immediately on any unauthorized use of your account, user name, or password. Savor shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Savor, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.
LICENSE.
6. Subject to all of the terms and conditions herein, Savor hereby grants you a limited, non-transferable, revocable, terminable, non-exclusive license, without the right to



sublicense, to install and use the Software and the accompanying written materials we provide ("Documentation") and create your account solely to access the Store, view Content and purchase Products from Seller and solely for your personal purposes. The term of your license ("Subscription Period") shall commence on the date you accept this Agreement, and shall end on Savor's termination of this Agreement. The Software will not be available for use once the Subscription Period has terminated.

7. **PERMITTED INSTALLATION.** You may download and install the Software on your mobile devices only.
8. **RESTRICTIONS.** The Software, Documentation and the Service are copyrighted by Savor. You acknowledge that the Software, the Service (and their respective structure, organization, and source code) constitute valuable trade secrets of Savor. Accordingly, you must not: (a) copy, modify, adapt, alter, translate, port or create derivative works of the Software or other Savor materials, including Documentation; (b) permit third parties to use the Software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Software; (e) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright and trademark notices) of Savor or its licensors and suppliers from the Software or Documentation; (f) disseminate performance-related information relating to the Software; or (g) otherwise use, reproduce, display or copy the Software. You shall be exclusively responsible for the supervision, management, and control of your use of the Software, including, but not limited to, implementing procedures sufficient to satisfy your obligations under this Agreement.
9. **OWNERSHIP; RESERVATION OF RIGHTS.** You agree that Savor shall own and retain all right, title, and interest to the Software and to the Service, to enhancements, improvements, and derivatives, and to all copyright, trademark, trade secret and all other intellectual and proprietary rights ("Intellectual Property Rights") related thereto. Except as expressly licensed to you herein, Savor on its behalf and on behalf of its licensors reserves all right, title and interest in the Software, the Service and Documentation and all associated copyrights, trademarks, and other Intellectual Property Rights therein. This license is limited to the Intellectual Property Rights of Savor and its licensors in the Software and does not include any rights to other patents or Intellectual Property Rights. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Savor.
10. **COPYRIGHTS.** All Content is owned and copyrighted by the Seller or other third parties. Such Content is protected by copyright laws and international treaty provisions. Therefore, when using the Software to access and view such Content, you agree to obey the law and to respect the Intellectual Property Rights of Sellers and others. Your use of the Software is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights. **SAVOR IS NOT RESPONSIBLE FOR ANY CONTENT**



IN THE STORE OR WHICH YOU OTHERWISE ACCESS BY USING THE SOFTWARE. Savor has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Service. Savor has adopted a policy that provides for the prompt removal of any Content in accordance with the Digital Millennium Copyright Act ("DMCA") if properly notified that the materials infringe a third party's copyright. In addition, Savor will immediately suspend and/or terminate any user who is found to have infringed on the rights of Savor or of a third party, or otherwise violated any intellectual property laws or regulations. Savor's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Savor to delete, edit, or disable the material in question, you must provide Savor with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Savor to locate the material; (d) information reasonably sufficient to permit Savor to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement under penalty of perjury that all information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Savor's designated agent at:

11. Savor Brands Inc. Attn: DMCA707 Richards Street, Suite 405 Honolulu, HI 96813
USA Email Address: support@savorlive.com
12. If you believe that your content has been removed by mistake please provide Savor with all of the following information: (a) identification of your content which was removed, including the URL on the Website where it previously appeared; (b) information reasonably sufficient to permit Savor to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (c) a statement that you have a good faith belief that your content was removed in error or was misidentified; and (d) a statement that the information in the notification is accurate is given under penalty of perjury. For this notification to be effective, you must provide it to Savor's designated agent at the address set forth above.
13. ALLEGED VIOLATIONS. Savor reserves the right to terminate your use of the Service and/or the Software. To ensure that Savor provides a high-quality experience for you and for other users of the Software and the Service, you agree that Savor or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Software or the Service. Savor does not intend to disclose the existence or occurrence of such an investigation unless required by law,



but Savor reserves the right to terminate your account or your access to the Service immediately, with or without notice to you, and without liability to you, if Savor believes that you have violated this Agreement, furnished Savor with false or misleading information, or interfered with use of the Software or the Service by others.

14. **TRADEMARKS.** All names of products and companies used in the Documentation, the Software, or other documentation are trademarks of their corresponding owners. Their use in this document is intended to be in compliance with the respective guidelines and licenses.
15. **CONSENT TO USE OF DATA.** You agree that all information you provide is governed by our Privacy Policy, available at www.savorlive.com/privacypolicy, and you consent to all actions we take with respect to your information consistent with the Privacy Policy. In addition, Savor may collect your data which would not constitute personal data ("Other Data"), including, but not limited to, aggregated information, technical information about your mobile device that is gathered or transmitted periodically to facilitate the provision of Software updates, support, and other services to you (if any) related to the Software. Savor may use the Other Data, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
16. **CONFIDENTIALITY.** You shall maintain as confidential all Savor proprietary and confidential information disclosed or learned during the term of this Agreement ("Confidential Information"). The Software and Documentation shall be deemed to be Savor's Confidential Information. You shall not use the Confidential Information for any other purpose or disclose, transfer, or otherwise convey such Confidential Information to any third party without the prior written consent of Savor. The foregoing obligations of confidentiality and non-use shall continue in effect, with respect to each item of Confidential Information, for so long as none of the below exceptions apply thereto. The foregoing obligations of confidentiality and nonuse shall not apply to information (a) that was lawfully in your possession prior to the date that such information is disclosed or learned, as evidenced by your contemporaneous written records; (b) becomes public or available to the public without your fault or omission; (c) has been lawfully obtained by you from a third party which is in lawful possession of such information without any obligation of confidentiality; or (d) is required to be disclosed by law, in which case you will give Savor as much advance notice of the proposed disclosure as is practical (including a copy of any written request or order), and will cooperate with Savor in any effort to limit or restrict such disclosure, via a protective order or otherwise.
17. **USER COMMUNICATION.** Savor reserves the right to send service e-mails notifying you of operational or other changes that may affect or change the Software or the Service. As specified in our Privacy Policy, please note that you cannot opt out of such service e-mails because these service e-mails provide information critical for the operation of the Software. **YOU HEREBY GRANT US PERMISSION TO SEND YOU ALL SERVICE EMAILS AS DESCRIBED ABOVE.**
18. **THIRD PARTY INTERACTIONS.** The Software exists solely to connect you with the Seller and to allow you to access the Store, view Content and purchase Products from Seller. You specifically agree to waive and hold Savor and its licensors harmless



from, and they shall have no liability, obligation or responsibility for, any such correspondence, purchase or other transaction between you and Seller or with respect to any Product you purchase. You acknowledge that any transactions between you and Seller are not governed by this Agreement, but instead by separate contract, if any, between you and the Seller. SAVOR EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES AS TO ANY TRANSACTION OR ANY OTHER MATTER CONDUCTED THROUGH OR AS A RESULT OF THE USE OF THE SOFTWARE OR SERVICE, ANY PRODUCTS OFFERED BY SELLER ON THE STORE, OR ANY OTHER ACTIVITY ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE AND SERVICE. YOU UNDERSTAND THAT TRANSACTIONS ON THE STORE ARE ONLY BETWEEN YOU AND THE SELLER AND SAVOR IS NOT A PARTY TO ANY SUCH TRANSACTION.

19. **PAYMENTS FOR PRODUCTS.** You agree to pay Seller the prices for Products you purchase through the Software in accordance with the price displayed in the Store. Payments shall be made through a third-party payment processor engaged by Seller and linked through the Service. ALL PAYMENT INFORMATION YOU ENTER INTO THE SOFTWARE IS PROVIDED DIRECTLY TO THE SELLER AND SAVOR DOES NOT HAVE ANY ACCESS TO YOUR PAYMENT DETAILS. All such payments are subject to the payment processor's applicable terms and conditions and any fees as set forth in such terms and conditions.
20. **REFUNDS FOR PRODUCTS.** You agree all refunds for products purchased from the Seller will be credited to your user account e-wallet. SAVOR DOES NOT HAVE ANY ACCESS TO PAYMENT DETAILS and transactions cannot be voided in the platform. Funds in e-wallet can be used to purchase any products from the Store.
21. **WARRANTY DISCLAIMER.** THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. SAVOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE OR SERVICE. SAVOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. UNDER NO CIRCUMSTANCE SHALL SAVOR BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM MISUSE, ABUSE OR MOBILE DEVICE OR DEVICE MALFUNCTION, OR IF THE SOFTWARE HAS BEEN INSTALLED, USED, MODIFIED OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY SAVOR OR OTHER THAN AS PERMITTED BY THIS AGREEMENT. SAVOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ADEQUATE FOR YOUR PURPOSES OR THAT USE OF THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES FROM SAVOR OR ANY THIRD PARTY.
22. **LIMITATIONS ON LIABILITY.** YOU UNDERSTAND THAT THE SOFTWARE ALLOWS ACCESS TO CERTAIN EXTENDED REALITY (AUGMENTED, VIRTUAL, AND MIXED) CONTENT. ALL USE OF THE SOFTWARE IS SOLELY AT YOUR OWN RISK AND YOU ARE RESPONSIBLE TO TAKE ALL NECESSARY PRECAUTIONS WHEN ACCESSING AND USING THE EXTENDED REALITY CONTENT. IN NO EVENT WILL SAVOR, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE

SAVOR LIVE

SERVICE OR THE SOFTWARE, ANY CONTENT ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY EXTENDED REALITY CONTENT, OR ANY PRODUCTS YOU MAY PURCHASE THROUGH THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN ANY CASE, SAVOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO U.S. \$10.00; BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

23. **TERMINATION.** This Agreement and the license granted herein shall automatically terminate without notice upon the occurrence of any of the following: (i) Your breach of any of the terms contained herein, which is not cured within five (5) business days after Savor's notice to you; (ii) You attempt to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement or in derogation of Savor's Intellectual Property Rights therein; or (iii) the Subscription Agreement terminates or lapses under its terms. Immediately upon termination of this Agreement, whether or not you receive notice of such termination, the license shall be immediately terminated and you shall not have any further rights to use the Software or the Service. Upon a termination, you shall immediately delete the Software from your mobile devices. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.
24. **GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the law of the State of Hawaii without reference to its choice of law rules. This Agreement shall be deemed to be performed in Hawaii. All disputes arising from this Agreement or the Service, including disputes arising from or concerning the interpretation, violation, invalidity, nonperformance, or termination of this Agreement, shall be submitted to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Hawaii law. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
25. **ASSIGNMENT.** You shall not assign or otherwise transfer your rights or obligations under this Agreement to a third party unless such assignment is approved in writing by Savor. This Agreement shall inure to the benefit of and bind the party's successors and permitted assigns. IF YOU TRANSFER POSSESSION OF THE SOFTWARE TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED.
26. **TAXES.** You shall be responsible for all sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or



local government entity on the Software licensed to you, excluding taxes based solely upon Savor's income.

27. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deleted and re-interpreted to the extent necessary to comply with law and interpreted and substituted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions of this Agreement will continue in full force and effect
28. FORCE MAJEURE. Other than for your payment obligations, neither party shall be liable for any delay or nonperformance due to acts of God, natural casualties, pandemics and delays due to pandemics, war, terrorism, material shortages, transportation and communications delays, energy shortages and disruptions, trade embargoes, governmental regulations, strikes, civil unrest and/or other causes beyond the reasonable control of a party (a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give the other party written notice within ten (10) days of such occurrence, detailing the circumstances of the Force Majeure Event and an estimate of the anticipated delay in performance. The party whose performance is affected will use commercially reasonable efforts to develop a mutually acceptable work around plan in an attempt to minimize the impact of the Force Majeure Event. Performance shall be promptly resumed upon termination of the Force Majeure Event
29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. Unless expressly accepted in writing by a party in a manner that specifically references this Agreement, any terms on any purchase order or similar document submitted by one party to the other party that purport to amend, alter, modify or add to this Agreement are hereby deemed to be offers to amend this Agreement that are rejected by the receiving party, and such terms will have no force or effect.
30. LIMITATION ON TIME TO FILE CLAIMS. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
31. ACKNOWLEDGEMENT. BY CLICKING "ACCEPT" AND INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT; THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU MUST AGREE TO THIS AGREEMENT IN ORDER TO INSTALL AND USE THE SOFTWARE.