

Butter Terms of Service

Our “Terms of Service” are below. You will have to accept them if you want to use our software, and we know that they are long and can be hard to follow. We want you to understand what you are agreeing to, so each section starts with a short “plain English” summary. The summaries are not part of the Terms, but are provided as an aid to understanding them.

LAST UPDATED: April 16, 2020 (effective April 16, 2020)

1. INTRODUCTION

Summary: This is a legal contract between you and Butter. You must be at least 18 years old to accept these Terms, which include our Privacy Policy. We may change these Terms on occasion, and by continuing to use our Services after a change, you accept the revised Terms. The Terms don’t apply to sites and services you may access through the Services that are operated by other companies.

- a. Butter, Inc. and its affiliates (“Butter”, or “we” and its derivatives) operate www.Butterextension.com (together with any subdomains, the “Site”) and provide our users (each user, “you”) with mobile, desktop, and web applications (each an “App” and, collectively, the “Apps”). These Terms of Service (the “Terms”) are a binding agreement between you and Butter regarding your use of the Site, the Apps, and any related services we may perform (the Site, Apps and services together, the “Services”). As used in these Terms, a “device” means any computer, phone, tablet, or other computer hardware on which Apps run.
- b. By using the Services, you represent that you (i) may legally do so, (ii) are at least 18 years old (or the age of majority in the jurisdiction where you reside), and (iii) have the power to enter into a binding contract with us—either individually or on behalf of the entity for whom you are using the Services. You must affirmatively accept these Terms and the Privacy Policy when initially downloading or accessing an App.
- c. These Terms do not apply to third-party websites, services and applications (“Third-Party Services”) you may access through the Services. Unless required by applicable law, we are not responsible for the content or practices of Third-Party Services and provide links

to them only for your convenience. We recommend you review the terms and policies of any Third-Party Service you access through the Services.

- d. Your use of certain Services may be subject to additional terms (“Supplemental Terms”). If any provision of the Supplemental Terms conflicts with these Terms, the Supplemental Terms will control with respect to such Service.
- e. We may change these Terms at any time. When we do so, we will post the updated Terms on this page and also inform you through the Services, as applicable. Any changes to the Terms will be effective immediately for new users and thirty (30) days after we post notice of the changes on the Site or inform users of the changes via the Services for existing users.
- f. You may contact our help center, support@butterextension.com, or write us at Butter, 43456 Ellsworth St. Fremont, CA 94539, with any questions about these Terms or the Services.

2. REGISTRATION

Summary: To use our Apps, you must create an account. Account Information must always be accurate. You must also create a Master Password, which is used to generate the encryption keys that protect the information you store on the Services. **BUTTER DOES NOT STORE OR HAVE ACCESS TO YOUR MASTER PASSWORD, AND IF THE MASTER PASSWORD IS LOST, BUTTER CANNOT UNLOCK YOUR ACCOUNT OR RETRIEVE ANY OF YOUR INFORMATION.** Do not share your account credentials with anyone, as you are responsible for all activity associated with your account.

a. **Accounts.** To use the Services, you must download an App, or access a pre-installed App on your device, and create an account (an “Account”) by providing your email address (the “Account Email”) and a master password (the “Master Password” and, together with the Account Email, the “Credentials”). Keep your Credentials secure and do not share them with anyone. You are responsible for all activities on the Services associated with your Account.

b. **Master Password.** Your Master Password is critical to the security of your account. It is used to generate the encryption keys used to protect Secured Data (as defined in Section 4(c)) and to transfer

Secured Data among your authorized devices. BUTTER DOES NOT STORE, HAVE ACCESS TO, OR HAVE ANY MEANS OF RECREATING OR RETREIVING YOUR MASTER PASSWORD OR ACCESSING SECURED DATA IF YOU LOSE YOUR MASTER PASSWORD. This is an essential security feature intended to protect your Secured Data should our systems be compromised. We are not responsible for any inability to access your Account or Secured Data caused by loss of your Master Password.

3. LICENSE

Summary: You have a limited license to use our Apps for your personal or (if applicable) internal business use, along with any documentation and updates applicable to the Apps and Services you use. You may not (try to) hack, reverse-engineer, break the law using, or otherwise do “bad” things with or to the Services. We are not required to support the Apps (but we do and will continue to do so). Your use of mobile Apps is subject to additional terms imposed by the “App Store” from which you downloaded the App. Keeping our Apps compatible with the rest of the digital world takes a lot of work, and sometimes Apps may not work with a particular site or service, even if they did before.

- a. License. Butter grants you a personal, non-exclusive, revocable, non-sublicensable, and non-transferable license to download and install the Apps in object code format, on one or more devices, solely for your own personal or internal business purposes. The license includes the right to (i) access, use, and make a reasonable number of copies of any published descriptions of the functionality, technical requirements, or use of the Services (collectively, “Documentation”), and (ii) use any changes to the Apps made available to all users of such Apps at no additional cost (each an “Update”) when each Update is made generally available. Updates may be installed automatically or may require installation by you. Failure to install an Update may result in an App or the Services not functioning correctly.
- b. Restrictions; Acceptable Use. Except as explicitly permitted in these Terms, you may not, directly or indirectly:

- i. modify or create derivative works of the Services or elements thereof;
- ii. decompile, reverse engineer, or translate any portion of an App into human-readable form(except to the extent expressly allowed by applicable law);
- iii. rent, lease, share, distribute, or sell any aspect of the Services to any third party, including on a service bureau or similar basis;
- iv. remove, alter, or deface proprietary notices or marks in an App or the Documentation;
- v. disclose the results of testing or benchmarking an App or the Services;
- vi. circumvent or disable security, copyright protection, or license management mechanisms of an App or the Services,
- vii. interfere with the Services' operation;
- viii. use the Services to violate the law or the rights of any third party;
- ix. upload to or distribute via the Services content that is harmful to minors;
- x. upload or transmit any form of virus, worm, Trojan horse, or other malicious code to or via the Services;
- xi. use any automatic or manual process to harvest information from the Site or Services, except that commercial search engines may use spiders to copy materials from the Site solely to the extent necessary to create publicly available searchable indices of the materials;
- xii. impersonate or otherwise misrepresent your affiliation with any person or entity,
- xiii. mirror or frame the Site or any content, place pop-up windows over its pages, or otherwise affect the display of its pages; or

xiv. attempt to do any of the above.

Butter may take any actions it deems reasonable, including terminating your Account, for any breach of these restrictions (or the Terms generally).

c. Support. The license granted in Section 3(a) does not entitle you to receive any support for the Apps or Services, though we may choose to (and do) provide it. While Butter strives to constantly improve the Services, we are not required to fix any specific error, bug, or issue except as set forth in Section 9(a). We generally support only the current version of the platform or operating system on which the Services run (e.g., iOS, Windows).

d. App Store Restrictions.

i. The availability of mobile Apps is dependent on the entity from whom you obtained the App (each an “App Store”). The relevant App Store is not a party to these Terms, and Butter, not the App Store, is solely responsible for the Services and any related claims (e.g., legal compliance or intellectual property infringement). You are responsible for connectivity fees associated with your use of any Apps or App Store and any fees charged by an App Store in connection with the Services. You will comply with all applicable App Store terms and policies when using any mobile App. The App Store (and its subsidiaries) are third-party beneficiaries of these Terms and may enforce them.

ii. You will only use Apps accessed through or downloaded from the Butter website. To maintain compatibility with particular applications, you may need to update an App or a third party application from time to time. We cannot guarantee that any currently supported Third-Party Services will remain compatible with the Services.

4. FEATURES AND FUNCTIONS

Summary: We provide the Services, but you are responsible for how you use them—both in making sure the data you store in the Apps is correct and for how it is used (including when you use the Services to share data with others). Like most providers of consumer applications, while we make

every effort to ensure that our features work correctly, we cannot and do not guarantee that they will always do so.

The Services offer features that save you time and protect your data. In-depth information about features and availability can be found at www.Butterextension.com. We may remove features from the Services or certain Apps at any time, and not all features are available with all websites. And while we strive to ensure the proper operation of the Services, we explicitly do not guarantee that they will work properly at all times, be error-free, or be available on an uninterrupted basis. How you use the Services is up to you, and you acknowledge the following:

- a. **Secured Data.** The Services can be used to store many kinds of data, including contact information, credit card information, IDs (such as a driver's license or passport), and important notes (collectively "Secured Data"). While we use strong encryption and other security measures to protect Secured Data, we do not guarantee that Secured Data is or will be 100% protected. Butter does not and cannot screen Secured Data. You are solely responsible for the accuracy of the Secured Data and how you use it.
- b. **Passwords.** While the passwords created by the Services are designed to be as secure as possible, we cannot guarantee their security, and we explicitly do not claim that they are immune to attack. Nor do we guarantee that the password generator or autofill functions will work properly with all Third-Party Services.
- c. **Payments.** If you use Butter to store and enter credit card and other payment information, (each a "Payment Method"), you are solely responsible for complying with the terms and conditions governing each Payment Method. We are not a party to, or responsible for, any transaction facilitated with the Services.
- d. **Sharing.** If you use the sharing features of the Services, you authorize us to share the data you select with the individual(s) you choose, and you warrant that you have the right to do so (e.g., you may not share a password that is for your personal use only). You are solely responsible for granting and revoking sharing privileges

and the consequences of all actions recipients take with your shared data.

- e. Syncing. If you have a multi-device account with syncing enabled, updates to Secured Data made on one device may not be available on another device if (i) that device is unable to access the internet or Butter servers; (ii) the App is improperly configured, or you have not installed the most recent version of the App; (iii) you uninstall the App from that device, or (iv) you forget your Master Password.

5. OWNERSHIP

Summary: The Services are owned by Butter and its licensors. You own your Secured Data and Credentials. The only right you have in the Services is the limited license granted above. The only right we have to your Credentials and Secured Data is to use them as required to provide the Services. We own all anonymized information about the use of our Services. If you suggest product features or provide other feedback about the Services, we can use it without any obligation to you.

- a. Services. Except for your Credentials and Secured Data (and, as applicable, Shared Data you receive from others), Butter and its licensors retain all right, title, and interest to the Services and all content and materials available within and through the Services. Your Account is licensed to you solely so you may use the Services, and, except for your Secured Data and Credentials, you have no property interest in your Account.
- b. Your Data. Except for the limited licenses granted to Butter below and elsewhere in these Terms, you retain all right, title, and interest to your Credentials and Secured Data. So long as you have an Account, you grant us a non-exclusive, royalty-free, fully-unpaid, sublicensable, transferable, worldwide right to process your Secured Data and Credentials solely as required to provide the Services and in compliance with applicable laws.
- c. Usage Information. Butter owns all data regarding installation, registration, and the use and performance of the Services, including usage statistics and activity logs, (collectively, “Usage

Information”). Usage Information does not include any personally identifiable information.

- d. Feedback. Any feedback, comments, or suggestions you may provide regarding Butter or the Services (“Feedback”) is voluntary, and you hereby grant Butter a perpetual, irrevocable, unrestricted, royalty-free right and license to use all Feedback in any lawful manner.

6. THIRD PARTY MATERIAL

Summary: We may provide links to, or make data from, Third-Party Services available on the Site or through the Services. We are not responsible for these services or data. In addition, like most software developers, we use open source components in our Services. Open source software is not covered by our license to you, but it is subject to the terms of the license selected by the developer of such open-source software.

- a. Third-Party Services. You are responsible for complying with the terms of use of all Third-Party Services you access through the Services (i.e., sites where you use the Services for sign-in or autofill). Butter is not responsible for the performance of Third-Party Services and recommends you review the terms of use and privacy policies of all such services.
- b. Third-Party Data. Butter may make information from third parties, including data provided by Third-Party Services and Secured Data available via the Services. Butter is not responsible for the accuracy or completeness of such Data.
- c. Open-Source Software. “Open-Source Software” means certain elements of the Services that are subject to “open source” or “free” software licenses controlled by third parties. Open-Source Software is licensed under the terms of the end-user license that accompanies such software, and not under Section 1. Nothing in these Terms limits or expands the rights of the end-user license for any Open-Source Software. If required by the applicable license,

Butter will make Open-Source Software available by written request to the address in Section 1.