



SHOPPAS INC

We run for you...

Email: Shoppasinc@shoppasonline.com Tel: (844)-577-9113

Address: Laurel, Maryland USA

Membership Agreement

SHOPPAS, Inc. (“SHOPPAS INC.”) displays reviews and ratings on a variety of service contractors and healthcare providers (collectively, “Service Providers”) to allow you, the user (“You,” “Yourself,” or “Your,” if possessive), the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. Shoppas Inc. also operates certain products currently including, without limitation, Deals and other direct purchase products whereby Shoppas Inc. facilitates the offer, sale, and/or marketing of certain promotions, discounts, coupons, vouchers, e-commerce offers, or deals (collectively, “Promotions”). All products and services described in this Section, as well as any other products and services offered by Shoppas Inc at any time shall be defined herein as “Service” or “Services.”

In order to use the Service, You must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this “Agreement”). This Agreement may be modified by Shoppas Inc from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some Shoppas Inc branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. SHOPPAS INC SERVICE

Shoppas Inc displays reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.

(a) Shoppas Inc Subscriptions and Plans

Shoppas Inc members have one of the following annual membership plans: Basic, Premium, or Gold (“Plans”).

You may log in to www.shoppasonline.com and check Your Manage My Account page to confirm which Subscription or Plan You currently have. You may learn about the various benefits offered in each Plan by visiting www.shoppasonline.com. Depending on the Plan You choose, these benefits may include some or all of the following:

- Nationwide access to ratings and reviews
- Shoppas Inc digital or print magazine (Certain Plans may include only the digital magazine, while other Plans may include a combination of both the digital and print magazines. The format of the Shoppas Inc magazine and the frequency with which it is distributed is subject to change, regardless of which Plan You choose.)
- Service Quality Guarantee (For details and access to the full term and conditions of the Service Quality Guarantee, please visit <https://www.shoppasonline.com/guarantee-details/>.)
- Live member care support
- Access to Shoppas Inc Conflict Resolution Process (For details, please see Section 11, [Conflict Resolution Process](#), below.)
- Exclusive discounts offered by third-party companies offering services of interest to members
- Access to Shoppas Inc emergency service line
- Home Concierge, subject to the Terms and Conditions located at www.shoppasonline.com.

(b) Shoppas Inc earns revenue from [eligible Service Providers](#). For example, qualifying Service Providers can pay Shoppas Inc to offer Promotions on the website, through the Call Center, in the Shoppas Inc magazine, through enhanced profiles, direct mail, or other services. Unless otherwise prohibited by law, Service Providers offering Promotions typically offer a discount or benefit to Shoppas Inc members.

(c) Membership Benefits

The benefits of Your Shoppas Inc Plan are available only while Your Plan is active and Your Shoppas Inc account is in good standing. Shoppas Inc reserves the right to modify the Plans at any time and in its sole discretion. The details of Your selected Plan, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing member who purchased the same Plan in the same market. You may check Your plan details at www.shoppasonline.com on Your Manage My Account page, by signing into your account and visiting <https://member.shoppasonline.com/member/support> to chat with a specialist, or, if your Plan includes Live member care support, by calling an Shoppas Inc call center representative.

2. REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to: (a) provide Shoppas Inc with true, accurate, current and complete information as prompted by the Shoppas Inc registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

You must be 18 years of age or older to use or register for Services.

4. USE VOID WHERE PROHIBITED

Membership in the Service is void where prohibited.

5. PRIVACY POLICY

Shoppas Inc has established a Privacy Policy to explain to You, and other users, how Your personal information is collected and used. This Privacy Policy is located at <http://www.shoppasonline.com/privacypolicy.htm>.

6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL

(a) Membership Fee

Shoppas Inc will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for one term of Your Subscription or Plan, not including any promotions or discounts that may have been applied (the “Membership Fee”). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your account online or, if Your Plan includes live member care support, call an Shoppas Inc call center representative if You have any questions.

You acknowledge that Shoppas Inc reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit card, debit card, or PayPal.

(b) Automatic Renewal

If You have paid membership Plan (e.g., premium or Gold), Shoppas Inc will automatically renew Your Plan for one year at the Membership Fee for the Plan (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Shoppas Inc. Such renewal payment will take place on or about Your Renewal Date. Your Plan will continue, and Your payment method will be charged, the Membership Fee until You cancel the Plan, which You may do at any time (see Canceling Your Plan, below).

If the payment processing for the renewal of Your Plan fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Shoppas Inc). Except as otherwise required by applicable law, You agree that Shoppas Inc will not provide You with any notices prior to each annual renewal payment.

If You chose a free Basic Plan, Your Plan also will renew on Your Renewal Date, but You will not be charged.

(c) Canceling Your Plan

You may cancel Your Plan at any time by contacting Shoppas Inc; by telephone at (844) 577-9113 (if your Plan includes live phone support); or by signing into your account and visiting <https://member.shoppasonline.com/member/support> to chat with a specialist. If You wish to avoid renewal, Your cancellation request must be received no later than 5:00 p.m. Eastern Time on the business day prior to Your Renewal Date.

(d) Membership Fee Refund Policy:

1. *Automatic Renewal Refund*—Regardless of when You joined Shoppas Inc if your Plan automatically renews and You cancel Your Plan within thirty (30) days after your Renewal Date, You may request a full refund of the Membership Fee.
2. Under no circumstances shall refunds exceed the amount you paid for your Membership Fee during the prior membership term.
3. In accordance with Section 18, below, if Shoppas Inc terminates Your account for any reason and You are not in breach of this Agreement, Shoppas Inc will refund Your Membership Fee on the date of such termination to the end of the then current term.
4. Members are not entitled to refunds of their Membership Fee under any other circumstances.

(e) Shoppas Inc Magazine Fee

Your Plan may include access to the Shoppas Inc Magazine, where applicable. A portion of Your Membership Fee (\$6.50 per year) will be applied to the printing and/or distribution of the Shoppas Inc Magazine. This fee for the Shoppas Inc Magazine may not be deducted from Your Membership Fee.

(f) Authorization to Update Credit Card Account Information; Account Updater

If the credit card or debit card provided by You to Shoppas Inc has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize Shoppas Inc to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, Shoppas Inc contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with Shoppas Inc has expired or changed (“Account Updater”).

By registering for the Service and receiving a Plan, You consent to and authorize Shoppas Inc disclosure of Your credit or debit card information to Account Updater. You further consent to the third party’s use of such information solely in connection with Account Updater. You also consent to Shoppas Inc receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

7. INCENTIVES

Shoppas Inc may, from time to time and in its sole discretion, offer certain products or services as incentives (“Incentives”) to select one of the Membership Plans (e.g., a free Android tablet for members who select the Gold Plan). Shoppas Inc is neither the seller nor manufacturer of the

Incentives and disclaims any and all liability and warranties of any kind relating to the Incentives, the use of Incentives, and the tax implications of receiving the Incentives. You agree that You shall not bring any action against Shoppas Inc relating in any way to the Incentives. In the event that an Incentive is lost, does not operate properly, or is otherwise incorrect, unfit, or unusable in any way, You agree that Shoppas Inc has no responsibility for replacing the Incentive.

8. ACCOUNT SECURITY

Shoppas Inc will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household (meaning anyone who currently shares with You the address You registered with Shoppas Inc). You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

9. LIMITED LICENSE TO WEBSITE AND MAGAZINE

By agreeing to the terms and conditions of this Agreement, Shoppas Inc grants You a limited license to access and use the reviews and ratings offered by the Service for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other

non-personal purpose the reviews and ratings and any content, without the express written consent of Shoppas Inc.

10. SUBMISSIONS OF REVIEWS

In order for You to submit Your own reviews and ratings on the Website and in the Magazine, You acknowledge and agree that:

1. all of Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the Service Providers You are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby You have the legal authority to disclose such health information and experience of such individual;
2. all of Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;
3. You do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;
4. You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;
5. You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings;
6. Your name and review information will be made available to the Service Providers on which You review; and
7. Shoppas Inc may redact, delete, or reject Your reviews if they do not conform with Shoppas Inc's publication criteria, which may change from time to time at Shoppas Inc sole discretion.

11. CONFLICT RESOLUTION PROCESS

If You have a dispute with a Service Provider and an active, qualifying Plan, You may request Shoppas Inc assistance in communicating with that Service Provider about Your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our Website or by contacting a member care representative. You then will be requested to complete and return to Shoppas Inc certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable time frame.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at Shoppas Inc sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint and a story about the circumstances relating to the CRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and Shoppas Inc does not, at any time, become a party to Your dispute with the Service Provider. Shoppas Inc is neither a mediator or an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, Shoppas Inc encourages You to consult with an attorney. Shoppas Inc does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution.

You agree that, by offering the CRP, Shoppas Inc does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 14 (Service Providers), 24 (Warranty Disclaimer), and 25 (Limitation of Liability).

You acknowledge and agree that, during the Term of your Plan, Shoppas Inc may—in its sole discretion and without notice—change the CRP program, including without limitation, its name, process, and/or function.

12. CONTENT LICENSE AND PROMOTION PLACEMENT

Although Shoppas Inc does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the “Content”), by providing Content for the Website and the Magazine, You automatically grant, and You represent and warrant that You have the right to grant, to Shoppas Inc an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display,

reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sub-licenses (through multiple tiers) of the foregoing. In addition, by providing Shoppas Inc with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

You understand that Shoppas Inc may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at Shoppas Inc discretion and without notice to You.

13. PUBLICATION AND DISTRIBUTION OF CONTENT

Shoppas Inc does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Shoppas Inc simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content (“Service Provider Content”). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that

Shoppas Inc does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with the use of any Content and Service Provider Content.

You further acknowledge that Shoppas Inc has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other Shoppas Inc member or any Service Provider. However, Shoppas Inc reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will Angie's List be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against Shoppas Inc relating to

Content or Service Provider Content, and release Shoppas Inc from any and all liability for or relating to any Content or Service Provider Content.

14. SERVICE PROVIDERS

Shoppas Inc does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), Shoppas Inc is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve Angie's List. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

You agree that Shoppas Inc is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against Shoppas Inc relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release Shoppas Inc from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers). In addition, You agree that Shoppas Inc may exclude Service Providers from displaying in search results on the Shoppas Inc Website for failing to meet particular Shoppas Inc standards regarding Service Provider conduct. In addition, You understand that Shoppas Inc may exclude Service Providers from displaying in search results on the Shoppas Inc Website for failing to meet particular Shoppas Inc standards regarding Service Provider conduct and performance.

Shoppas Inc may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, SHOPPAS INC DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

15. HEALTH RELATED PROVIDERS

The contents of the Shoppas Inc Website, such as text, graphics, images, information obtained from Shoppas Inc, and other material contained on the Shoppas Inc Website (“Website Content”) are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the Shoppas Inc Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. Shoppas Inc does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Shoppas Inc is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider.

Reliance on any information provided by Shoppas Inc, Shoppas Inc employees, others appearing on the Website at the invitation of Shoppas Inc, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You

post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. Shoppas Inc is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about Shoppas Inc responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither Shoppas Inc, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or Shoppas Inc.

16. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

1. are above the age of eighteen (18);
2. will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;

3. will not submit any reviews that may be considered by Shoppas Inc to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. will submit thorough and thoughtful reviews of the Service Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
5. will not submit reviews that comment on other users or the reviews of other users;
6. will not impersonate, or attempt to impersonate any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Shoppas Inc, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancel-bots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
8. will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
10. will not take any action that would undermine the review and rating process under the Service;
11. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
12. will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. will not use the Service in any way that could interfere with the rights of Shoppas Inc or the rights of other users of the Service;
14. have sufficient rights in and to all Content that You provide, transmit or otherwise convey to Shoppas Inc in connection with the Service;
15. agree not to re-sell or assign Your rights or obligations under this Agreement;
16. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
17. will not have access to any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of Shoppas Inc, which consent may be withheld by Shoppas Inc in our discretion;
18. grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or incorporate such Content into other works, and to grant and to authorize sub-licenses of the foregoing;
19. agree not to create an account or use Shoppas Inc services if Your account previously has been terminated by Shoppas Inc or if You previously have been banned from using the services; and
20. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than Yourself; (ii) impersonate any person or entity, including, but not limited to, Shoppas Inc personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of Shoppas Inc, its officers, managers, owners, employees, agents, designees or other users. In addition, Shoppas Inc retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms

and conditions of this Agreement. Shoppas Inc may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Shoppas Inc may seek any and all other remedies available to it, including: (a) seeking injunctive relief in any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

17. DISCLOSURE OF INFORMATION

As Shoppas Inc continues to develop its business, it might sell or buy other companies or assets or be acquired or substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

18. TERM AND TERMINATION

The term of this Agreement (“Term”) will be in effect and continue so long as You have an active Subscription or Plan. In other words, the Term shall continue through each automatic Plan renewal until termination by either party in accordance with the terms of this Agreement.

Shoppas Inc may, for any reason in its sole discretion, immediately terminate this Agreement, Your account, and Your access to the Service. If Shoppas Inc merely terminates Your account for its convenience and You are not in breach of this Agreement, Shoppas Inc will refund Your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

19. MODIFICATION OF TERMS AND CONDITIONS

Shoppas Inc will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.shoppasonline.com). You will receive notice if modifications to the Agreement are made. Shoppas Inc will make a note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such

modification(s), Your only recourse is to immediately discontinue use of the Service.

20. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

Shoppas Inc reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that Shoppas Inc will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that Shoppas Inc may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that Shoppas Inc has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that Shoppas Inc has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

21. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Shoppas Inc is not responsible for any delays, failures or other damage resulting from such problems.

22. USER FEEDBACK

Shoppas Inc appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the “Submissions”), such Submissions will be the property of Shoppas Inc. In addition, none of the Submissions will be subject to any obligations of confidentiality and Shoppas Inc will not be liable for any future use or disclosure of such Submissions.

23. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by Shoppas Inc. If You have any questions, concerns, or complaints regarding the Services, please contact Shoppas Inc, Inc. by (i) signing into

your account and visiting

<https://member.shoppasonline.com/member/support> to chat with a specialist,
Attn: Member Services.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

24. COPYRIGHT MATERIALS

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and the Magazine, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the “Copyright Materials”) are the exclusive property of Shoppas Inc and/or its licensors and are protected by all United States and international copyright laws.

25. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT SHOPPAS INC

ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. SHOPPAS INC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR SHOPPAS INC COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

26. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SHOPPAS INC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES)
(COLLECTIVELY, “DAMAGES”), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY SHOPPAS INC OR THE FAILURE OF SHOPPAS INC TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your Shoppas Inc Membership Fee. THEREFORE, TO THE EXTENT SHOPPAS INC IS FOUND LIABLE FOR ANYTHING

RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, SHOPPAS INC LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SHOPPAS INC CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO SHOPPAS INC THROUGH THE USE OF A CREDIT CARD (A “CREDIT CARD PROCESSOR”). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR SHOPPAS INC, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE “RELEASED PARTIES”) SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF SHOPPAS INC TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY SHOPPAS INC. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF SHOPPAS INC TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY SHOPPAS INC. YOU AGREE TO INDEMNIFY

AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT SHOPPAS INC SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

27. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Shoppas Inc, its officers, managers, owners, employees, agents, designers, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to Shoppas Inc or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. Shoppas Inc will have sole control of the defense of any such damage or claim.

28. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Shoppas Inc to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as

reasonable estimates of Shoppas Inc damages for the specified breaches of this Agreement:

1. If You post Content in violation of this Agreement, You agree to promptly pay Shoppas Inc One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.
2. If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement
3. If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.
4. Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by Shoppas Inc, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

29. NOTICE

You agree that Shoppas Inc may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting notices on the Website. All notices to Shoppas Inc will be provided by contacting Shoppas Inc by tel or email.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), Shoppas Inc will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

Shoppas Inc.

Email: shoppasinc@shoppasonline.com

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing 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 us to locate the material;
4. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. 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 or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Shoppas Inc will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

30. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Shoppas Inc. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or

oral, between You and Shoppas Inc regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Shoppas Inc under this Agreement.

31. GOVERNING LAW

This Agreement and the relationship between You and Shoppas Inc will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Shoppas Inc may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

32. PROVISIONS REMAINING IN EFFECT

In the event Your Plan with Shoppas Inc is terminated or lapses or You are no longer a user of Shoppas Inc, certain provisions of this Agreement will

continue to remain in effect, including, but not limited to, Sections 12, 14, 15, 17 and 24 through 31.

33. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Shoppas Inc rights if Shoppas Inc fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and Shoppas Inc agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and Shoppas Inc as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.