

## **Groupees LLC Website Terms and Conditions**

Last modified on May 24, 2018 and effective on May 24, 2018

GROUPEES LLC IS AN OREGON LIMITED LIABILITY COMPANY WITH A REGISTERED OFFICE AT 1515 SW ELIZABETH COURT, PORTLAND, OR 97201 ("GROUPEES", "COMPANY", "WE", "US", OR "OUR"). THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU") AND GROUPEES. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CLICKING ON THE PURCHASE BUTTON. YOUR PURCHASE AND USE OF SOFTWARE, PRODUCTS, AND SERVICES THROUGH GROUPEES.COM AND GROUPEES MOBILE APPLICATION (COLLECTIVELY, THE "SERVICE") IS GOVERNED BY THESE TERMS OF SERVICE ("TERMS"), WHICH HEREBY INCORPORATE BY REFERENCE THE GROUPEES PRIVACY POLICY (TOGETHER WITH ANY UPDATES OR ADDITIONAL TERMS, THE TERMS AND PRIVACY POLICY ARE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT"). IF YOU DOWNLOAD SOFTWARE FROM ONE OF THE GROUPEES WEBSITES OR IN CONNECTION WITH THE SERVICE, YOUR USE OF THE SOFTWARE IS ALSO GOVERNED BY THE APPLICABLE END USER LICENSE AGREEMENT PRESENTED TO YOU ON DOWNLOAD OR INSTALLATION OF THE SOFTWARE.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

### **USE OF OUR SERVICE**

*Eligibility.* You may use the Service only if you can form a binding contract with Company, and only in compliance with this Agreement and all applicable local, state, national, and foreign laws, rules and regulations. If your minor children use the Service, you are solely responsible for such use, including, without limitation, any purchases your minor children make through the Service. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement and you agree that you will not allow your minor children under the age of 13 to engage in such use. You may not use the Service if you have previously been removed or banned from the Service by Groupees.

*Restrictions.* You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Groupees grants the operators of public search engines revocable permission to use spiders to copy materials from Groupees for the sole purpose of and solely to the extent necessary for creating publicly

available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose in our sole judgment an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) posting or sharing videos, documents, data or otherwise that is harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by Groupees in its sole discretion; or (xiv) except as otherwise specifically set forth in a licensor's end user license agreement, as otherwise agreed upon by a licensor in writing or as otherwise allowed under applicable law, distributing, transmitting, copying (other than re-installing software or files previously purchased by you through the Service on computers, mobile or tablet devices owned by you, or creating backup copies of such software or files for your own personal use) or otherwise exploiting the Products (defined below) in any manner other than for your own private, non-commercial, personal use. Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

*Your Information.* The Service is only for sales of products or product rights (collectively, "Products") to end user customers for their personal,

non-commercial use. The personal information you submit to the Service is subject to Groupees's Privacy Policy at [groupees.com/privacy](http://groupees.com/privacy), which is expressly made part of these Terms. If you have not already read Groupees' Privacy Policy, you should do so now. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity. You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Groupees may terminate your access to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Groupees may, whether itself or through third party providers, store and use the Registration Data you provide in connection with the Services. Once you make a purchase, you should receive a unique download page. You shall not, directly or indirectly, disclose the unique URL for your download page to anyone else or use anyone else's download page. You are solely and entirely responsible for all activities that occur on your download page. Groupees shall not be responsible for any losses arising out of the unauthorized use of your download page.

*Objectionable Material.* You understand that by using the Service and Products, you may encounter content that may be deemed mature, offensive, indecent, or objectionable, which content may or may not be identified as having explicit language or adult themes, and which may be due to the content of the Product or your interactions with other users in the course of using the Products. You agree to use the Service at your sole risk and that Groupees shall have no liability to you for content that may be found to be mature, offensive, indecent, or objectionable.

*Product Requirements.* Use of the Service and/or Products requires a compatible computer, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining patches, updates or upgrades from time to time. Because use of the Service and/or Products involves hardware, software, and Internet access (high speed Internet access is strongly recommended), your ability to use the Service and/or Products may be affected by these factors. You are responsible for being aware of any particular system requirements of any Product and for your ability to meet such requirements, which may change from time to time. Applicable system requirements at the time of purchase can be found on the information page for each Product. Certain Products also may require you to register an account with a third party (which may require an initial and/or ongoing fee) or to install third party software and content in connection with their use. Groupees does not assume any responsibility or liability for any such fee, account or third party software or content. Physical copies Products are not available. If you are having difficulty downloading the Product or encounter any other issues with the purchase,

download or activation of a Product, you should contact us at [support@groupees.com](mailto:support@groupees.com)

## **PAYMENT AND DELIVERY**

Your total price will include the price of the Product plus any applicable sales or use taxes in effect on the time of purchase, and based on country data you provide on your download page. Groupees reserves the right to change prices and availability of Products at any time. If you are not located in the US, your purchase price will be the full amount of the price posted and failure on Groupees' part to invoice you for any applicable sales and use taxes, value added taxes and other taxes does not relieve you of the liability to pay such taxes, and you must pay to the applicable taxing authority any such taxes which may be due as a result of your purchase through the Service.

*Orders.* Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Groupees reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verification or information before accepting any order.

*Payment for Products.* The Service uses PayPal, and other payment providers as may be indicated on the purchase page. You agree to pay for all Products you purchase through the Service, and that Groupees may charge your chosen payment method (such as PayPal or Amazon Payments) for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your account. All fees will be billed to the payment method you designate during the checkout process. Billing to your selected payment method occurs at the time of purchase. If you use the services of an alternate payment method provider such as PayPal, you will be bound by that party's terms and conditions, which are available on that party's website. You also may be required to create an account with such payment method provider and to provide that payment method provider with your credit card or other details. Groupees reserves the right to change the payment methods offered at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

*Groupees Loyalty Rewards.* Groupees may provide loyalty points, coins or other rewards to users of the Service ("Loyalty Rewards"). The Loyalty Rewards may

be used as a form of payment for certain Groupees offers. The terms, conditions and restrictions that apply to Loyalty Rewards may be changed at any time by Groupees in its sole discretion and without notice, including the termination of Loyalty Rewards programs.

*Charitable Sales Promotions.* Under the terms of its charitable sales promotions, Groupees will remit all funds designated for a particular charity, less any applicable sales taxes, purchaser refunds/credits, and processing fees. There are no minimum or maximum amounts which Groupees will remit to a particular charity under the terms of its charitable sales promotions.

*Electronic Signatures and Contracts.* Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR SUCH PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility. These Terms do not confer any rights or remedies upon any person other than you or Groupees. You may also have additional rights under applicable law.

*Delivery of Products.* On occasion, technical problems may delay, interrupt or prevent the download or activation of your Product. Your exclusive and sole remedy with respect to any Product that is not downloadable or able to be activated within a reasonable period will be either replacement of such Product, store credit or refund of the purchase price paid for such Product, as determined by Groupees in its sole discretion. Groupees shall have no liability for issues encountered with downloading, activating or using Products due to factors beyond its control, including your computer's performance and the speed of your internet connection. In some cases certain Products may be games that are still in development. You understand that in some instances Product release dates may be delayed and that release dates and times posted on the Service are only estimates, and you will not be entitled to any refund for a delayed product release date. Our obligation to deliver any Product to you shall be complete at the time when and place where you first receive the information necessary to commence download of such Product. In all circumstances it is your responsibility to ensure that the Product is correctly and completely installed on your computer. Once a Product is purchased and you receive the Product, it is your responsibility to keep the Product from being misplaced, damaged or destroyed, and Groupees shall be without liability to you in the event of any loss, damage or destruction. Groupees encourages all its users to

appropriately back up the Product files and any other elements associated with the Products.

*No Ongoing Obligations.* Notwithstanding any other provision of these Terms, Groupees and its licensors reserve the right, without liability to you, to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of or sold through the Service at any time without notice. You acknowledge that some aspects of the Service, Products, and administering of our usage rules entails the ongoing involvement of Groupees. Accordingly, in the event that Groupees changes any part of the Service or discontinues the Service, which Groupees may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Groupees shall have no liability to you in such case. You understand that nothing in these Terms entitles you to any future updates, versions or enhancements to any Product (although Groupees may offer such updates, versions or enhancements at its sole discretion). The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

## **CONTESTS**

*General.* From time to time, Groupees may run a Contest of Skill. The following Terms and Conditions shall apply.

*Eligibility.* Contests are open to individuals who are 13 years of age or older at the time of entry and who are not under any exclusive agreements and/or other contractual arrangements which prohibit or might prohibit them from participating in any element of this Contest. Employees of Groupees or any Contest Party are not eligible to participate in the Contest. VOID WHERE PROHIBITED BY LAW OR OTHERWISE.

*Entry Requirements.* Follow the Rules as published on the Contest web page of Groupees. By entering a Contest, Entrants hereby warrant and represent that their entry conforms to Contest Rules. Entrants agree and acknowledge that Prizes will be awarded to winners as provided in these Contest Rules, but otherwise no compensation will be paid to any Entrant for any reason whatsoever including, but not limited to, entering this Contest. All Entries must be original and must meet the following requirements ("Submission Requirements"), and failure to abide by the Submission Requirements is grounds for disqualification in Groupees' sole discretion: (a) Entries must not contain material which is (or promote activities which are) harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by Groupees in its sole discretion; (b) Entries shall not defame, misrepresent or contain disparaging remarks about any persons, products or companies; (c) Entries shall not contain materials which are not created entirely

by Entrant or which are owned by others (including music "samples"); and (d) Entries shall not be in violation of any law.

BY ENTERING, ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE POSTED ON GROUPEES WEBSITE. Groupees reserves the right to, and may or may not, monitor/screen entries during the contest. Entrants acknowledge that Groupees has no obligation to use or post any Entries. By submitting an Entry, each Entrant grants an irrevocable, worldwide, royalty free license to the Groupees and Contest Parties to use and display such Entry on their respective websites and social media pages and to use such Entry to promote the Contest and the businesses of the Groupees and the Contest Parties. By submitting an Entry, each Entrant also represents and warrants that the Entry is Entrant's original work; (b) the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) Entrant has obtained permission from any person whose name, voice or performance is used in the Entry; (d) exploitation, use, display or performance of the Entry via any form of media, will not infringe the rights of any third parties. Entrants shall defend, indemnify and hold harmless the Groupees and all Contest Parties from any and all claims, liabilities, damages, costs, expenses and causes of action arising from or resulting from any inaccuracy or breach of these warranties and representations.

*Grant of Rights.* By entering this Contest, each Entrant agrees: (i) that Contest Parties have the right to use the Entry and Entrant's name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Contest Parties, and in connection with this Contest or other promotions by Contest Parties as Contest Parties see fit without any further notification or compensation to or of the Entrant; (ii) that Contest Parties shall have no obligation (express or implied) to use any Entry in any manner and Entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of an Entry; (iii) to be bound by these Contest Official Rules; (iv) that Entrants may be contacted by Contest Parties by email regarding this Contest; and (v) to indemnify and hold Contest Parties harmless from any and all claims, demands, liabilities, damages, costs, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrant of the terms and conditions of these Contest Official Rules, including any representations and warranties made herein. By entering this Contest, each Entrant agrees to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights and obligations granted in these Contest Official Rules. All trademarks and service marks of the respective Groupees and the Contest Parties are property of the applicable party.

*Selection of Winners.* Groupees Staff will pick the winning Entry based on its assessment of compliance with the Rules including stated criteria for judging

Entries. Winners will be notified by Groupees within 5 business days of the end of the Contest. A list of winners will be provided by Groupees upon request.

*Prizes.* Any Prizes will be posted on the Contest webpage.

## **CUSTOMER SERVICE**

*Assistance with Orders.* For assistance with billing questions or other order inquiries, please email us at [support@groupees.com](mailto:support@groupees.com). If you cannot find the answers you are seeking in our knowledge base, you can send us an email from that page.

*Refund Policy.* Certain restrictions apply to sales of Products sold through the Service that might not otherwise apply to physical goods. Refunds will not necessarily be issued due to your dissatisfaction with the Product or if your computer does not meet the minimum Product requirements. If you feel you qualify for a refund email us at [support@groupees.com](mailto:support@groupees.com). Refunds will be issued solely at Groupee's discretion. Two months after a purchase, it is no longer possible for us to issue refunds on payment processors like PayPal. So please contact as soon as possible.

## **TERM AND TERMINATION**

*Termination by Groupees.* If you fail, or Groupees, in its sole and absolute discretion, determines or suspects that you have failed, to comply with any of these Terms, including but not limited to failure to make payment of fees due, failure to provide Groupees with a valid payment method, failure to safeguard your download page, or violation of our usage rules or any license to the software, Groupees, at its sole discretion, without notice to you may: (i) terminate these Terms and/or your download page, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof). No such termination by Groupees shall limit any other rights Groupees may have in law or at equity.

*Termination by You.* You may terminate these Terms by discontinuing all use of the Service and providing notice of such to Groupees. Groupees reserves the right to collect fees, surcharges or costs incurred prior to such termination. You will also remain liable for any charges incurred to your payment providers prior to such termination. You understand and agree that any termination by you or Groupees will result in your permanent inability to access your download page and to download any Products associated therewith, and you will forfeit any right to any Products not already in your possession.

*Survival of Terms.* Notwithstanding any termination or expiration of these Terms, the terms of Sections (i) Electronic Signatures and Contracts; (ii) No Ongoing Obligations; (iii) Term and Termination; (iv) Disclaimer of Warranties; Liability



Limitations; Indemnity; (v) Other Legal Terms; and (vi) Use of Our Service will survive, along with any other terms which by their nature are intended to survive.

**DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS; INDEMNITY**

Disclaimer of Warranties. GROUPEES DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE AND INFORMATION CONTAINED THEREON AND/OR THE PRODUCTS WILL BE SATISFACTORY, UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME GROUPEES MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY GROUPEES) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND GROUPEES DISCLAIMS ALL WARRANTIES AND CONDITIONS INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. THIS WILL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

Liability Limitations. IN NO CASE SHALL GROUPEES, AND ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS (THE "GROUPEES PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE OR ANY PRODUCTS OR SERVICES DELIVERED TO YOU THROUGH THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE GROUPEES PARTIES UNDER THESE TERMS EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE PRODUCTS OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS THE LIABILITY OF THE GROUPEESPARTIES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

*Indemnity.* By using the Service, you agree to indemnify and hold Groupees and its affiliates, and their respective directors, officers, shareholders, employees and agents, harmless with respect to any claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys' fees) arising out of the actual or alleged breach of these Terms by you or through your download page or your use or access of the Service. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **OTHER LEGAL TERMS**

*Changes.* Groupees reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the Service or Products. If we amend these Terms, we will post the amended version of these Terms on the Site. If a material change is made to these Terms, then Groupees will post a notice on groupees.com. You understand and agree that you will be deemed to have accepted the amended Terms if you use the Service after any such change. If you do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Service. No Groupees employee or agent has the authority to vary any of the Service's policies or these Terms governing any sale.

*Enforcement of These Terms.* Groupees reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to Groupees' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that Groupees has the right, without liability to you, to disclose any Registration Data and/or account information to law enforcement authorities, government officials, and/or a third party, as Groupees believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to Groupees' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

*No Responsibility for Third-Party Materials or Web sites.* Certain content, Products, and services available via the Service may include materials from third parties. In addition, Groupees may provide links to certain third party websites. You acknowledge and agree that Groupees is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. Groupees does not warrant or endorse and does not assume and will not have

any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you.

### *Notice of Claims of Copyright Infringement*

If you are a copyright owner or agent thereof and believe that content posted on this website or through the Service infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to our Copyright Agent with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) the URL of the location on our website or the Service containing the material that you claim is infringing;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright or trademark infringement, please notify designated agent, Thomas Brooke, Groupees, LLC at 1515 SW Elizabeth Court, Portland, OR 97201, or by email: support@groupees.com and insert "Terms of Use" in the subject line.

If materials you have posted on the Service have been removed due to alleged infringement of a third party's intellectual property rights, we will notify you. If you believe your materials have been wrongly removed, you may file a counter-notification containing the following:

- (a) an electronic or physical signature of the person authorized to act on your behalf;
- (b) a description of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to it was disabled;
- (c) a written statement by you that under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your address, telephone number, and email address; and
- (e) a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of

the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under DMCA 512 subsection (c)(1)(c) or an agent of such person.

Upon our receipt of such counter-notice, we will provide the complainant with your contact information so that you have the ability to resolve the issue. Please note that when we forward the counter-notification, it includes your personal information. If you are concerned about protecting your anonymity, please consult with an attorney about other options. If the matter has been resolved or the complainant does not seek a court order within the statutory time period, we generally will re-post the material.

Groupees reserves the right to remove any materials or content alleged to be infringing without prior notice, in Groupee's sole discretion, and without liability to you.

In appropriate circumstances, we will also terminate your account if you are determined to be a repeat infringer.

Any person who knowingly misrepresents that material is infringing or that material was removed or disabled by mistake or misidentification may be subject to liability.

*Intellectual Property Notice.* You agree that the Service (along with all text, code, graphics, sounds, screen shots, video clips, data, demos and content therein) and the Products are owned by Groupees and contain proprietary information and intellectual property rights that are owned by Groupees and/or its licensors, and are protected by applicable U.S. and international intellectual property and other laws and conventions, including but not limited to copyright and trademark, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with these Terms. You agree that you will not attempt to, or encourage or assist any other person to, circumvent, reproduce, modify, reverse engineer, derive source code, disassemble, decompile, create derivative works based on, or remove any proprietary notices from any software required for use of the Service or any Product, or to violate any agreement applicable to the use of such software, without the prior written consent of Groupees. All rights to such information in and to such intellectual property rights not expressly granted to you are reserved by Groupees and/or its licensors. You shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. All copyrights in and to the Service, including but not limited to, the Groupees Store (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by Groupees and/or its licensors. Groupees, the Groupees logo, and other Groupees trademarks, service marks, graphics, and

logos used in connection with the Service are trademarks or registered trademarks of Groupees in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

THE USE OF ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS EXPRESSLY PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR INFRINGEMENT.

You may choose to, and we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Groupees does not waive any rights to use similar or related ideas previously known to Groupees, or developed by its employees, or obtained from sources other than you.

*Export Control.* You agree to abide by U.S. and other applicable export control laws and sanctions requirements and not to transfer, by electronic transmission or otherwise, any Product or software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization.

*Notices.* Groupees may send you notice with respect to the Service by sending an email message to the email address you provide during your purchase, or by a posting on the Service. Notices shall become effective immediately. Groupees main offices are located at:

Groupees LLC  
1515 SW Elizabeth Court  
Portland, OR 97201

*Governing Law; Arbitration.* The Service is controlled and operated by Groupees from its offices in the United States. These Terms shall be governed by U.S. Federal law and the laws of the State of Oregon, U.S.A., without regard to its conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in Portland, Oregon, U.S.A. in all disputes arising out of or relating to the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of

these Terms, including without limitation this Section. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

*Miscellaneous.* This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Groupees without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. The Agreement constitutes the entire agreement between you and Groupees and governs your use of the Service, superseding any prior agreements between you and Groupees. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Groupees' failure to enforce any right or provisions in these Terms will not constitute a waiver of such provision, or any other provision of these Terms. Groupees will not be responsible for failures to fulfill any obligations due to causes beyond its control. In the event of any inconsistency or conflict between the terms of these Terms and the terms of the Groupees Privacy Policy, these Terms shall prevail.