

## **TERMS AND CONDITIONS OF USE – U.S.**

July 6, 2020

### **Acceptance of Agreement**

It is important that you read and review these terms and conditions carefully. Your use of this website and authorized affiliated sites - [www.ShopperArmy.com](http://www.ShopperArmy.com); [www.ShopperArmy.ca](http://www.ShopperArmy.ca) ; [www.BrandSpark.com](http://www.BrandSpark.com), [www.BestNewProductAwards.biz](http://www.BestNewProductAwards.biz), [www.BestNewProducts.ca](http://www.BestNewProducts.ca) and [www.BrandSparkMostTrusted.com](http://www.BrandSparkMostTrusted.com) - as well as related surveys, websites, mobile applications, social media pages, internal website, intranet, logos and trademarks (all collectively the "**Site**") along with any and all content, products, features, applications, and services provided in connection with or via the Site (all collectively the "**Services**") are subject to the following Terms and Conditions of Use and such other additional or alternative terms, conditions, rules and policies which are displayed, or to which you may be directed, in connection with this Site or any of the Services (all collectively the "**Agreement**"), which constitute a legally binding agreement between you and Shopper Army Inc. and all of its subsidiaries, companies and affiliates (all collectively, "**Shopper Army**", "**us**", "**we**").

By accessing and using any part of the Site and any of its related Services, you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, then you do not have permission to access the Site or use the Services. **If you wish to use or continue to benefit from our Shopper Army® Cash Back Program (the "Program") or Shopper Army® Missions ("Missions"), please note that all these Terms and Conditions below apply to you and you are deemed to accept all of these Terms & Conditions altogether, and altogether these form a legally binding agreement between you (the "Member", "you") and Shopper Army. If you do not agree with these Terms & Conditions then you may not use the Program or Missions or any of the Shopper Army online applications ("Applications").**

### **Shopper Army®**

Shopper Army's website, [www.shopperarmy.com](http://www.shopperarmy.com) (the "**Site**"), is an consumer digital platform that offers its Shopper Army members in the U.S. ("**members**" or "**Shopper Army members**") cash back rebates ("**Shopper Army cash back**"; "**cash back**") on online purchases made at online retail partners. The Site also highlights deals for members, and has Missions allowing members to try products and share feedback and get rewards.

### **Shopper Army® Cash Back Program (the "Program")**

Shopper Army® offers a service that allows members to earn cash back on purchases made on online retailers. Shopper Army's community of shoppers in the U.S. benefit from the combined purchasing power that helps us officially negotiate special discounts from online stores and top brands. Joining and using Shopper Army membership is free and simple, requiring only your email address. Shopper Army does not sell or rent your personal information to third parties, and Shopper Army does not 'spam' its Members. Shopper Army does not install software on your computer. Shopper Army receives a commission for referring buyers to online retailers and uses that commission to pay members cash back on their online purchases. Each retailer pays us different commission rates and has different rules that apply to certain categories. Shopper Army shares the commission that we earn back with our members.

### **Shopper Army® Missions**

Shopper Army exclusive product Feedback Missions allow members to try new products for free (or almost free) and share honest feedback with brands and other shoppers, and also earn rewards for completing surveys and sharing other shopping experiences. This means that valuable feedback is shared with the brand and published as ratings and reviews on online brand and retail sites, and the members also provide guidance to fellow shoppers. The Missions may also pay member by reward or financial incentive for doing polls, activities or sharing shopping data. We will collect the data by means of surveys, and give rewards to answer surveys or pay members them in exchange for sharing shopping data.

### **Program Membership and Computer/Internet Use**

You understand that before accessing the site or service by becoming a Member or participating in the Program or Missions, it is your responsibility to take protective measures to guard against computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that you have a complete, current and secure back-up of information and software on your computer or other devices that you may use to access the site, program or missions. Shopper Army is not responsible for any additional charges that you may incur for using the site, program or missions, such as data or other telecommunication or Internet or wireless service provider fees.

### **Becoming a Member**

By enrolling as a Member or by utilizing any of Shopper Army online applications ("Applications"), you agree to be bound by these **Terms & Conditions** and acknowledge the **Privacy Policy**. In order to enroll as a Member you must provide a valid email address. Members must be at least eighteen years old and agree not to use the Program for any illegal, fraudulent or misrepresentative activity. Please be aware that participation in the Program and the opportunity to earn Cash Back are offered at the sole discretion of Shopper Army, and Shopper Army has the right to change these Terms & Conditions in whole or in part, at any time, with or without notice.

When signing-up for the Program, you consent to the collection and use of your personal information by Shopper Army for the purpose of creating your account. You must provide correct, current and complete information during the registration process. User information must be current and kept up to date. You may not pretend to be someone else or imitate or fake their identity. You will create a login and password to your account, which is unique to your account and must be kept confidential at all times (the "**Active Account**"). You may also be able to create an account by using a third party social media account, such as Facebook.

Each Shopper Army Account is intended to apply to a single user. Should you choose to share your Account with a family member or a friend, you will have to share your login information with them and give them permission to view your account and information. You agree that you are responsible for all activities and transactions that occur through your account. You will promptly notify Shopper Army if you become aware of any unauthorized access or use or other misuse of your account. We may terminate or suspend your account at any time, without notice to you, if we believe your use of the site breaches these Terms & Conditions, such as if your user information is incorrect, not current, or if your account has been breached or misused.

### **Earning Cash Back**

To earn back a portion of your purchases as Cash Back, you must choose a product, or other offer displayed on Shopper Army or in a Shopper Army Application, click the accompanying shopping link to be directed to a retailer's website ("**Affiliate Store**"), and then complete a purchase to earn Cash Back on your net purchase amount. Specific Cash Back percentage amounts vary by product category and are provided in detail at [www.ShopperArmy.com](http://www.ShopperArmy.com). Please note that the net purchase amount excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Please check the complete list of categories and associated Cash Back amounts, as well as categories where no Cash Back may be payable.

An Affiliate Store may exclude a limited number of products and purchases from the Program. Shopper Army does its best to minimize and maintain an up-to-date list of exclusions on Shopper Army but cannot guarantee complete accuracy of all exclusions. Additionally, you will earn Cash Back on items you select after clicking on the Shopper Army link and not on the items in your shopping cart previous to clicking on the link. To earn Cash Back, you must complete your purchase during the same unique shopping session that you start after clicking on the Shopper Army link. If you visit other affiliate sites before completing your purchase or use coupons not provided by Shopper Army, your purchase might be associated with a service other than Shopper Army and you might not earn Cash Back from Shopper Army on your purchase. If you disable cookies on your computer you will not be able to earn Cash Back, as cookies are used to authenticate you and allocate Cash Back to your account.

### **Determining Amount of Cash Back**

For retail partners we show the percentage of cash back that is available for the various categories. Each retailer has different rates of commission that they will pay for purchases that are made from purchases made from Shopper Army. There may be categories where the retail partners pay no or very little commission.

### **Earning Bonuses & Other Rewards**

Shopper Army periodically may offer monetary bonuses or other rewards for sign-up in the Program, for referring other new Members, or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from these Terms & Conditions. To qualify for a referral bonus or other reward, a Member must refer a new Member who establishes his or her own Active Account and makes his or her own minimum qualifying purchases within the first ninety (90) days of becoming a Member. Please note that any referral bonuses are given solely for the purpose of attracting new Members to Shopper Army and are not applicable for current or returning members. An individual person is only eligible for one referral bonus or other reward per individual person referred.

### **Receiving Cash Back Payments**

To receive payment of accrued Cash Back and any other rewards, you must establish and maintain an Active Account with Shopper Army with the information necessary to process your payment. To maintain your Active Account, you must update your information if it changes and have shopped via Shopper Army or a Shopper Army Application or have accrued Cash Back at any time within the last twelve (12) months.

Purchases made through the Shopper Army's Cash Back site using the affiliate links will be tracked and should appear as "pending" on your account's page within 7 days. If you made a purchase through our system and have not seen the cash back tracked in your account within 7 days, please contact us. Once the purchase is verified by Shopper Army, usually within approximately 35 days of product shipping, the Cash Back earning should move from "pending" to "valid" in your account – and will be added to your account balance. This time period is used to confirm that the product has indeed been delivered and you have had an opportunity to return it if you wish (cash back is not earned on any products returned to an Affiliate Store). Cash Back payments relating to purchases you make at the Affiliate Store may be delayed due to delayed processing and reporting by the Affiliate Store or their return policy. We do our best to expedite payments. Shopper Army reserves the right to delay payment for any purchase based on changes to Affiliate Store policies and procedures at any time.

As the balance in your account grows, you will be able to request payouts from Shopper Army. Shopper Army pays its members in American dollars via e-gift card (minimum \$5.00) or via PayPal (minimum \$35). We process payouts regularly, and will do our best to ensure your payout is sent out within approximately 60 days from your request.

### **Updating & Maintaining Your Account**

You must protect your account by creating a password. You must be logged into Shopper Army and enter your password to change your account information. You may check your account status and recent earning history at any time via the My Account section on the Shopper Army Website. For security purposes, it is recommended that you memorize your password and not write it down. You are responsible for keeping your password and other account information confidential. Shopper Army is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password.

### **Receiving Communications from Shopper Army**

By signing up for membership at Shopper Army, you agree to receive communications that are account-related and membership-related (e.g., that we've added money to your account, that your account is now ready for payment, etc.) ("**Account emails**") as well as periodic shopping-related emails that highlight coupons and special deals, bonus and other offers that are available to Shopper Army Members and

newsletters and other communications. You can opt-out of receiving emails that are not account-related by either (i) visiting your account page and clicking on the Subscriptions link, or (ii) following the unsubscribe link in any of the emails. Since we need to communicate account information with you in order to operate our Program, you cannot unsubscribe from Account emails if you wish to continue with the Program and receive Cash Back. We ensure that Account emails are not sent unnecessarily. If you do not wish ever to receive Account emails including those that inform you that you have been awarded your Cash Back, you can close your account by contacting Shopper Army.

### **Collection and Use of General User Data**

Shopper Army members making use of site benefit by having Shopper Army backed by a well-established research company called BrandSpark International and by having Shopper Army work closely with some of America's most trusted brands - whose products you are buying every day. We are able to study the general shopping habits and patterns of our members which can provide very useful information to brands who pay us for this consulting service. We are also able to help brands have a better idea of who is most likely to be interested in their products which helps them customize offers and target their media more effectively. By working closely with brands and retailers to be able to offer our members extra and exclusive bonuses and special offers we are therefore able to share with our members the affiliate marketing commissions that we earn. The brands' offers may also show up as bonus cash back percentage offers or as offers obtained through exclusive promo codes. Sometimes brands want consumers to know about one of their new products or bestsellers so they work with Shopper Army to sponsor these special offers.

By participating as a member of Shopper Army you consent to Shopper Army being able to utilize and/or provide information or insights through the generalized aggregate data ("**User Data**") on your shopping cart preferences and shopping behaviors. This User Data may include (a) demographic information such as age, gender, date of birth and postal code, (b) information regarding the offers that the user has participated in or offers that the user has claimed or redeemed, (c) any transactional or other data that is generated, collected or obtained by Shopper Army through a collaboration pertaining to a sponsored offer.

### **Protecting Your Personal Information**

Shopper Army takes privacy seriously. We invite you to check out Shopper Army's **Privacy Policy** at <https://www.shopperarmy.com/privacy-policy/>

Every member's critical information such as passwords are encrypted upon signup. Shopper Army does not request, collect, use, disclose, store, process or otherwise handle information about any identifiable individual ("**Personal Information**") beyond what is necessary to provide the offers to members or collaborations or as prescribed by law. Shopper Army does not request, process or collect any Personal Information that is considered sensitive personal information under applicable privacy laws, including without limitation specific health information, financial/credit information, government ID numbers, or date of birth of minors.

We do not gather credit card or banking information. While we do gather limited purchase order information, only authorized staff can view this for verification purposes. Shopper Army is a portal site where we guide you to the Affiliate Store online retailers and you complete your purchase transactions via these sites. Make sure you understand the privacy policies of any such sites where you provide your credit card or personal information.

Shopper Army requires your full name, email and a valid American address (excludes P.O. Box) in order to send you products if you have signed up for Missions; your full name, zip code, gender and date of birth are required for to be informed when money or other rewards are credited to your account or to get payment of Cash Back, payout and other rewards earned through Shopper Army. Other information gathered by Shopper Army will be used only to improve your Shopper Army experience. Shopper Army does not disclose your personal information to third parties except as necessary (i) for Shopper Army agents and service providers to make payments to you; (ii) to comply with government agency or court orders or

requests; or (iii) for Shopper Army to send Shopper Army communications to you; or iv) as noted in this Agreement.

### **Inactive Member Accounts & Termination of Program Membership**

Membership in the Shopper Army program is free and there is no charge to be a Member or to earn and receive Cash Back. If your account is inactive for more than twelve (12) consecutive months, Shopper Army reserves the right to debit your Shopper Army account balance two dollars (\$2.00) per month to recover the cost of account maintenance until (i) you reactivate your account by starting a shopping session via Shopper Army or Shopper Army's Applications, completing a qualifying purchase, or updating your account information (providing a valid name, email and mailing address), or (ii) your account balance is zero. If the balance in your inactive account is or becomes zero, Shopper Army will close the account permanently and cease to maintain your account records and Program access. The inactive account maintenance charge will not cause your account balance to become negative and will not cause you to owe money to Shopper Army.

### **Program Limitations, Qualifications and Disclaimers**

Membership in the Program is subject to the Terms & Conditions. All Affiliate Store membership and/or operating agreements as they relate to their affiliate or partner programs with Shopper Army and which reside on the Affiliate Store's respective websites are hereby incorporated into these Terms & Conditions by reference.

Membership in the Program is limited to individuals who are 18 years of age or older. Members may not use scripts or disguised redirects to derive financial benefit from Shopper Army. Members must have Internet access and maintain a valid email address to be eligible to receive the privileges and benefits of Membership.

Any failure to comply with these Terms & Conditions, any fraud or abuse relating to the accrual or receipt of Cash Back rewards, or any misrepresentation of any information furnished to Shopper Army or its affiliates by you or anyone acting on your behalf may result in the termination of your Membership in the Program and forfeiture of your accrued Cash Back rewards.

Retailers participating in the Program may, as necessary, share information with Shopper Army about the member's purchases in order for the Program to be administered. The determination of whether or not a purchase made through a Shopper Army Affiliate Store qualifies for Cash Back is at the sole discretion of Shopper Army. If an Affiliate Store fails to report a transaction to Shopper Army or withholds payment to Shopper Army for any reason, Shopper Army reserves the right to cancel the Cash Back associated with that transaction. If Shopper Army has any reason to suspect that fraudulent activity is associated with your account, Shopper Army reserves the right to delay or withhold payment of Cash Back. Shopper Army may request you forward the Affiliate Store order confirmation in order to validate purchases that qualify for Shopper Army Cash Back. You give Shopper Army permission to review your account with Affiliate Stores in cases where Shopper Army suspects fraudulent activity. Shopper Army is not responsible for lost or stolen payments, including gift cards. Shopper Army is not responsible for payments delivered to the wrong address through no fault of Shopper Army or for payment errors made by third party payments processors such as PayPal.

It is your responsibility to check your account regularly to ensure that Cash Back has been properly credited and paid and that your account balance is accurate. If you do not believe that Cash Back has been correctly credited to your account you must contact Shopper Army Member Service within 90 days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

You may be taxed on your receipt of Cash Back payments and other consideration (merchandise, travel, etc.) for Member referrals, depending on the tax laws of federal, state, and local jurisdictions. Shopper Army may choose to provide you with those notices to you on occasion. In all instances, you will be solely responsible for any and all tax liability arising out of the consideration received for Member referrals.

Shopper Army is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal from the Program, or for any effect on accrual of Cash Back caused by such changes, discontinuance, or withdrawal. Shopper Army is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliate Store site.

Shopper Army is not responsible, and will not be liable to you or anyone else, for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with its website, Program or Applications or the information, material and content provided in the pages of the site and Applications (the "Information"), or your ability or inability to access or use the website, Program, Applications or Information, or any action or decision made by you in reliance on the website, Program, Applications or Information, or any errors in or omissions from the website, Program, Applications or Information, or any unauthorized use or reproduction of the website, Program, Applications or Information, even if Shopper Army has been advised of the possibility of these damages. Members agree to indemnify and hold Shopper Army, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable legal fees, made by any party due to or arising out of a Member's use of the above.

Shopper Army provides its Site, Program, Applications and Information on an "as is, where is" basis and does not make any express or implied warranties, representations, or endorsements with respect to the website or the information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Shopper Army reserves the right to terminate the Program at any time with or without notice. Shopper Army does not warrant, guarantee, or make any representations regarding the quality or accuracy of advertisements for any products or services offered or provided by Affiliate Stores in conjunction with the Program. In addition, Shopper Army does not warrant that access to this site or use of its Applications will be uninterrupted or error-free, and Shopper Army assumes no responsibility for any damage caused by your access or inability to access the site, Program or its Applications.

Further, Shopper Army does not represent or warrant that the site, Program or Applications will be available and meet a Member's requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

#### **Restrictions on Use and Online Conduct**

Contents from the Site may not be modified, copied or distributed, republished, uploaded, posted, decompiled, or transmitted in any way, without the prior written consent of Shopper Army, except that you may view, download and print one copy of any content on one computer for your own personal, non-commercial home or archival use only, provided you do not delete or change any copyright, trademark, or other proprietary notices contained therein and subject to the restrictions set out in these terms of use. When used in whole or in part attribution must be made to the proper Shopper Army entity that conducted the work or is responsible for the material. The contents on the Site are provided for lawful purposes only. Shopper Army shall not be responsible for any third party's use of the contents; however, if such use is deemed to be inappropriate, improper, offensive, a misrepresentation or reproduced for the purpose of commercial means, Shopper Army may take appropriate legal action and/or take steps to publicly correct the record.

The Site and Services are directed to individuals of the age of majority in each jurisdiction who can form legally binding contracts under applicable law, and may not be used by persons in jurisdictions where access or use may be illegal or prohibited. It is your responsibility to determine whether your use of the Site and Services is lawful, and you must comply with all applicable local laws. If you do not have legal standing to agree to and accept this agreement you may not use this Site. If you have authorized a minor

to use the Site or any of the Services, you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Site or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that the Site may contain material that is inappropriate for minors.

Any conduct by a person that in Shopper Army's sole and absolute discretion restricts or inhibits any other person from using or enjoying the Site, is prohibited. You agree to use the Site and its Services only for lawful purposes and in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable local, state, national, and international laws, rules and regulations, You agree that you will not post on the Site or transmit any unlawful or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

Shopper Army has the right to monitor the Site periodically and review content and activity related to the Site and Services for compliance with this Agreement. Shopper Army reserves, in its sole discretion, the right to remove content and suspend, terminate, deactivate or refuse registration or use of the Site or Services at any time, without notice and without liability, for any reason, including but not limited to violation of this Agreement, infringing on Intellectual Property and inactivity, and may also remove any content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights, and may disclose any information as necessary to satisfy any law, regulation or other governmental or court request, to operate the Site properly or to protect itself or other users of the Site.

Shopper Army reserves the right to terminate user accounts if abnormal or abusive behavior is detected. Any failure to comply with these Terms & Conditions, any fraud or abuse relating to the accrual or receipt of any rewards, or any misrepresentation of any information furnished to Shopper Army or its affiliates by you or anyone acting on your behalf may result in the termination of your membership any of the programs and/or forfeiture of any of your accrued cash and/or rewards.

### **Intellectual Property Laws**

All rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the Site shall remain the property of Shopper Army, and are protected by copyright, trademark and other intellectual property laws. You acquire no proprietary interest in any such rights. All Site content including but not limited to materials, design, text, graphics, images, logos, trademarks, buttons, icons, interfaces, audio and video clips, literary, musical, dramatic and artistic works, computer programs, software, databases, text, information, data, code, sounds, sound effects, sound recordings, audio, musical compositions, performances, video, cinematographic works, photographs, pictures, illustrations and graphics (the "Content") and the selection and arrangements thereof are the exclusive property of Shopper Army, or its respective content providers, and are protected by applicable American and international intellectual property laws and treaties, including copyright and trade-mark laws, and are owned by Shopper Army, licensed to Shopper Army, or otherwise provided by a third-party. Users of this Site shall not transmit/post any information to this Site that infringes the copyright or other intellectual property rights of others. Furthermore, you may not remove or obscure the copyright notice or any other notices contained in the site or anything retrieved or downloaded from them.

All software used on the Site is the property of Shopper Army or its respective software suppliers, and such software is protected by applicable laws. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the program or proprietary information related thereto.

All relevant trademarks (including but not limited to service marks, logos, word and design marks and trade names) used on the Site (collectively the "Marks") are solely owned by Shopper Army. The Marks may not be used without permission from Shopper Army in connection with any product or service that is

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### **Submissions and User-Submitted Content**

We will never use your submissions or user-generated content or other personal information in a manner that violates our Privacy Policy and any disclosure of personally identifiable information shall be strictly in accordance with Shopper Army's Privacy Policy. Personally identifiable information that may be received at the Site is provided voluntarily by a visitor to the Site and is governed by the terms of our **Privacy Policy**. Members may consent to the use of their first name and first initial of their last name with a product review or submission, which will not be considered as personally identifiable.

All non-personal information shared in the Site and all Shopper Army surveys will be considered non-confidential and non-proprietary and shall immediately become the property of Shopper Army. Users of the Site may from time to time be encouraged to submit, post, email or upload survey responses, product ratings and/or product reviews, answers, remarks, opinions, comments, information, feedback, ideas, suggestions, graphics, images, photos and other materials or user submitted content to the site, through surveys, emails, email surveys or other channels connected to the Site (collectively the "Submission"). In so doing, you hereby assign all right, title and interest and all intellectual property rights therein to the Submission to Shopper Army and grant to Shopper Army a non-exclusive, irrevocable, perpetual, royalty-free, unrestricted, transferable and worldwide license to use, store, copy, edit, adapt, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit it in connection with the site, the service and Shopper Army's business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) or the service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the site and/or the service a non-exclusive license to access your submission through the site and the service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform it in connection with their use of the site and service. Shopper Army will not be required to treat any such Submission as confidential, and will not be liable for any ideas for its business (including, without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Shopper Army operations or contents. Shopper Army will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to any person sending the Submission. You acknowledge that you do not have or claim to have any right, title or interest in or to any of the aforementioned or other material produced hereunder and waive any right to inspect or approve the use of the submission and also any right to royalties or other compensation arising from or related to the use of the aforementioned submission. Shopper Army is not responsible for any loss, damage, or corruption that may occur to your Submissions and does not warrant that Submissions will be protected against misuse by third parties. In particular, Shopper Army is not responsible for the infringement of the copyright in Submissions by other Users and will incur no liability for misuse by third parties.

As a user of the Site, you are to ensure that where you provide comments, feedback or survey responses to Shopper Army all such Submissions you make are truthful and reflect your own personal views. You are responsible for all Submissions you make to the Site and have full responsibility for the message,



including its legality, reliability, appropriateness, originality, and you hereby represent and warrant that all Submissions you make do not infringe the intellectual property or other rights of any third parties. You agree to indemnify, defend and hold Shopper Army harmless for any liability arising due to the use or distribution of those materials. You acknowledge that you are prohibited from posting or transmitting to or from this site any unlawful, fraudulent, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

The distribution of any reward or incentive related to any program or contest administered by or through Shopper Army may be delayed until such time as any required verification or validation process of any prerequisite Submission is completed. If any such relied-upon Submission is found to be inauthentic, faulty, fraudulent, or in any way cannot be verified or validated, it is at the sole discretion of Shopper Army to reject the said Submission and the associated reward or incentive may therefore be withdrawn. In the case of Shopper Army, members are not allowed to create multiple accounts (with different emails, names, etc.) and if identified, these accounts will be suspended and all rewards associated to these accounts will be withheld or withdrawn.

If applicable, Shopper Army may, in its sole discretion, review Submissions and reserves the right to remove, delete, move or edit any Submission that it deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise objectionable or unacceptable, and you waive any moral rights you may have in having the material altered or changed in a manner not agreeable to you. Shopper Army is not responsible for the content of any Submission. Submissions represent the views and opinions of the user posting the Submission and do not represent the views or opinions of Shopper Army. While Shopper Army is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending Submission and terminating the user's right to access and use the Site.

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### **Severability**

If any provision of this Agreement is found to be invalid, unenforceable or contrary to law, that provision shall be enforced to the maximum extent possible and the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect. Shopper Army's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

### **Waiver**

The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default and shall not act to amend or negate the rights of the waiving party.

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### **Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between Shopper Army and you, and between you and Shopper Army with respect to the Site, Applications and the Program, and supersedes

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