

AppVantages End User Terms of Use

In order to use the AppVantages smartphone app and its backoffice website services (collectively: “the Services”), you must agree to our Terms of Use. These are important and contain many legal disclosures that you should read carefully. If you have any questions about these Terms of Use email us at support@appvantages.com.

These Terms of Use were last updated on 20 March 2012.

Acceptance of End User Terms of Use

AppVantages BV (“**AppVantages**” or “**us**” or “**our**”) provides and operates the Services. Although you will currently use the Services predominantly through our smartphone app, AppVantages may employ other ways of providing the Services to you in the future. The links contained within or otherwise available through external hyperlinks within our smartphone app will be collectively referred to as the “**App**” in these End User Terms of Use. By using our App or the Services provided through the use of the App, you (“**you**” or “**End User**”) agree to these End User Terms of Use, our Privacy Statement, and any additional terms applicable to certain coupon programs in which you may elect to participate (collectively, the “**Terms of Use**” or “**Agreement**”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IMMEDIATELY STOP USING THE APP OR ACCESSING THE SITE AND DO NOT USE ANY APPVANTAGES SERVICE OFFERED THROUGH THE APP OR THE SITE.

1. Permitted Uses

The App provides an interactive online service operated by AppVantages, consisting primarily of promotion and marketing services on behalf of certain merchants (“**Merchants**”) making coupons for Merchant goods and services (“**Coupons**”) available to its End Users. AppVantages account holders may exchange the Coupons for goods and services from the issuing Merchants or other parties identified in the terms of the offer and subject to the Terms of Sale set forth below. As a condition of your use of the App, you agree that:

- You are an individual person at least 18 years of age;
- You possess the authority to create a binding legal obligation;
- Your use of the App will at all times comply with the terms of this Agreement;
- If you elect to create an account:
 - You may create only one account for your personal use;
 - You may only make legitimate purchases that comply with the letter and spirit of the terms of the respective offers;
 - You may only make purchases using the App for your own use and enjoyment, or, when offered, as a gift for another;
 - You must safeguard your password and supervise the use of your account, and understand and agree that you are responsible for your own use and the use of your account by anyone you allow to access it.

- You have the right to provide any and all information you submit to the App, the information is only about yourself, and all such information is accurate, true, current and complete.

2. Availability of the App

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the App and the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, routine maintenance or traffic congestion. You understand and acknowledge that due to circumstances both within and outside of our control the Services's access may be interrupted, suspended or terminated. AppVantages retains the right at our sole discretion to deny service, or access to the Services to anyone or an account, at any time and for any reason.

3. Ownership of the Services

The content and information on the App as well as the infrastructure used to provide the Services, is proprietary to us or our Merchants and other partners. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services obtained from or through the Services.

4. Transmission of Information

Because we do not control the security of the Internet or other networks you use to access the Services or communicate with us, we cannot be, and are not responsible for the security of information that you choose to communicate with AppVantages and the App while it is being transmitted. In addition, AppVantages is not responsible for any data lost during transmission.

5. Your Conduct using our Services

Our Services are private property. All interactions on the App and all use of the Services must be lawful and must comply with these Terms of Use. To the extent your conduct (as judged by us in our sole discretion) restricts or inhibits any other user from using or enjoying any part of the Services, we may limit your privileges on the App and seek other remedies. PLEASE DO NOT ENGAGE IN ANY OF THE FOLLOWING ACTIVITIES, since they are prohibited and constitute express violations of this Agreement:

- Submitting any purposely inaccurate information, committing fraud or falsifying information in connection with your AppVantages or in order to create multiple AppVantages accounts;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Attempting to scan, or test the security or configuration of the Services or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part of the Services and any and all functions and services provided by AppVantages;
- Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to our Services, or attempts at overloading, “flooding”, “spamming”, “mail bombing” or “crashing” the Services;
- Using the Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with AppVantages;
- Reselling or repurposing your access to the Services or any purchases made through the Services;
- Using the Services or any of its resources to solicit End Users, Merchants or other business partners of AppVantages to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with AppVantages, including without limitation, aggregating current or previously offered deals;
- Using any End User or Merchant information from the Services for any commercial purpose, including, but not limited to, marketing;
- Exceeding or attempting to exceed quantity limits when purchasing Coupons or otherwise using any AppVantages account to purchase Coupons for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by this Agreement and the terms of a specific offer on the Services;
- Accessing, monitoring or copying any content or information from the Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers on the Services or bypassing or circumventing other measures employed to prevent or limit access to the Services;
- Taking any action that places excessive demand on the Services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Aggregating any live or post-feature content or other information from the Services (whether using links or other technical means or physical records associated with purchases made through the Services) with material from other sites or on a secondary site without our express written permission.
- Deep-linking to any portion of the Services (including, without limitation, the purchase path for any Coupon) without our express written permission;
- Acting illegally or maliciously against the business interests or reputation of AppVantages, our Merchants or our Services;
- Hyperlinking to the Services from any website without our initial and ongoing consent.

6. Creating an Account on our Site

If you create an account on our Services, you may only create and hold one account that you are solely responsible for managing. Your account is non-transferrable and may not be sold, combined or otherwise shared with any other person. If you violate any of these limitations we may terminate your account and, without limitation, you may forfeit any pending, current or future promotional account credits and any unredeemed Coupons in your account. If we terminate your account, you may not re-enroll or join under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Services or in connection with your AppVantages account, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Services.

7. Terms of Coupon Offerings and Redemption

Coupons appearing on the App by you as an AppVantages account holder, are special promotional offers that are distributed to you from participating Merchants through our Services. The Coupons are redeemable for certain goods, services or experiences offered by, or facilitated through, the Merchant identified on the Coupon. Each Coupon contains information including, but not limited to: (a) the terms of the offer, (b) where it may be redeemed, (c) how it should be redeemed, and (d) in which time period it can be redeemed. By redeeming a Coupon, you agree with the redemption procedure stated by the Merchant offering the Coupon, the terms of this Agreement and any additional, deal specific terms advertising the Coupon at the time of redemption (“Actual Redemption Terms”). In the event of a conflict between the terms of this Agreement and the Actual Redemption Terms, the Actual Redemption Terms will govern. The Merchant is solely responsible for redeeming the Coupon. The Merchant is the issuer of the Coupon and is fully responsible for all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities and costs (“Liabilities”) it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a Coupon or not. You waive and release AppVantages and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any Liabilities arising from or related to any act or omission of a Merchant in connection with your use of a Coupon or the services/goods it provides in connection with it.

8. Modification of this Agreement

We reserve the right at all times to discontinue or modify any part of this Agreement as we deem necessary or desirable. If we make changes that materially affect your use of the Services we will notify you by sending you an e-mail to the e-mail address that is registered with your account and/or by posting notice of the change on the AppVantages website. Any changes to these Terms of Use will be effective upon the earlier of our dispatch of an e-mail notice to you or our posting of notice of the changes on our App, provided that these

changes will not apply to Coupons distributed prior to the effective date of such changes. These changes will be effective immediately for new users of our Services and for all Coupons distributed after the effective date of the change. We suggest that you revisit our Terms of Use from time to time to ensure that you stay informed of any such notifications of changes to the Services. Your use of the Services after we update these Terms of Use will constitute acceptance of the modified Terms of Use.

We also reserve the right to change or discontinue any aspect or feature of our Services including, but not limited to requirements for access or use.

9. Copyright and Trademarks.

Everything located on or in the App or the Services is the exclusive property of AppVantages or is being used with permission. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THE SERVICES WITHOUT THE EXPRESS WRITTEN PERMISSION OF APPVANTAGES IS PROHIBITED. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

AppVantages is a registered trademark of AppVantages BV. It, together with other trademarks that are located in the App or within the Services otherwise owned or operated in conjunction with AppVantages shall not be deemed to be in the public domain but rather the exclusive property of AppVantages, unless such mark or site is under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of AppVantages unless otherwise stated.

You will not upload, post or otherwise make available through the Services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. AppVantages does not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. you will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material using the Services you warrant that the owner of such material has expressly granted AppVantages the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store or reproduce the material for that End User's personal use. You also grant AppVantages the right to edit, copy, publish and distribute any material that you make available through the Services.

10. Copyright.

AppVantages reserves the right to terminate its agreement with you or any other End User who infringes third-party copyrights.

If you believe that any material has been posted via the Services by an End User in a way that constitutes copyright infringement, you shall provide AppVantages with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Services of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, including telephone number and e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

11. Disclaimer of Warranty.

You expressly agree that use of this site is at your sole risk. Neither AppVantages, its subsidiaries, affiliates nor any of their respective employees, agents, Merchants, third-party content providers or licensors, or any of their officers, directors, employees or agents, warrant that use of the site will be uninterrupted or error free; nor do they make any warranty as to (i) the results that may be obtained from use of the Services, or (ii) the accuracy, reliability or content of any information, service or Coupons provided through the App. The App is made accessible on an "as is" and "as available" basis. AppVantages hereby disclaims any and all representations, warranties and conditions, whether express or implied, including, but not limited to, those of title noninfringement, merchantability, and fitness for a particular purpose.

12. Limitation of Liability.

In no event shall AppVantages, its subsidiaries, affiliates nor any of their respective employees, agents, Merchants, partners, third-party content providers or licensors, or any of their officers, directors, employees or agents, be liable for any indirect, incidental, special, consequential or punitive damages arising out of or related to your use of the Services, the content, statements (as defined below) and other information contained therein or these Terms of Use.

13. End User Communications

AppVantages in some instances allows you and other End Users to use the Services to express opinions and communicate through forums, bulletin boards, discussion groups, chat

rooms or other communication facilities that may be offered on or through the Services from time to time (collectively **“Communities”**). AppVantages shall have the right, but not the obligation, to monitor the content within the Communities at any time, for any reason, including to determine compliance with this Agreement and any operating rules established by AppVantages, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, AppVantages shall have the right, but not the obligation, to remove any material from the Communities that AppVantages, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable. Any opinions, advice, ratings, discussions, comments, and/or other messages or postings of any kind made by you or any other End User to the Communities (collectively, **“Statements”**), are those of the respective author(s) or distributor(s) and not of AppVantages.

14. Websites of Others

The Services may contain links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk.

15. Public Nature of Your Statements.

You understand and agree that all Statements are public and not private. Any other person (whether or not a user of AppVantages’s services) may read your Statements without your knowledge. Please do not include any Personal Information (as defined in our Privacy Statement) in your Statements. AppVantages does not control or endorse any Statement found in any part of the Communities, and we specifically disclaim any liability concerning the Statements and the Communities and any actions resulting from your participation in any part of the Communities, including any objectionable content. Any and all Statements you post through our Services are not confidential.

16. License Grant.

By posting Statements or other information on or through the Communities, you grant AppVantages a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the Statements alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sublicensees. Your license of any Statements or information submitted above extends to use for promotions, advertising, market research or any other lawful purpose, without limitation.

17. Indemnification/Release.

You agree to defend, indemnify and hold harmless AppVantages, its subsidiaries, affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to any products or services purchased by you in connection with the Services or any use of the Services in violation of these Terms of Use.

You are solely responsible for your interactions with Merchants and other users of the Services. To the extent permitted under applicable laws, you hereby release AppVantages from any and all claims or liability related to any product or service of a Merchant, any action or inaction by a Merchant, including a Merchant's failure to comply with applicable law and/or failure to abide by the terms of a Coupon, and any conduct or speech, whether online or offline, of any other user.

18. Termination.

AppVantages may terminate these Terms of Use at any time. Without limiting the foregoing, AppVantages shall have the right to immediately terminate or suspend any of your passwords or accounts in the event AppVantages considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

19. Choice of Law.

Any disputes arising out of or related to these Terms of Use and/or any use by you of AppVantages's App or Services shall be resolved exclusively under Dutch Law by the appropriate Court.

20. Additional Disclosures.

No waiver by either you or AppVantages of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of our Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect.

AppVantages is located at Havenkade 4A, 2312 RT Leiden, the Netherlands.

The provisions of these Terms of Use apply equally to and are for the benefit of AppVantages, its subsidiaries, affiliates, Merchants and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.