

SNAP TERMS OF USE AGREEMENT

Last Revised: January 21, 2011

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Terms of Use Agreement (this "Agreement") is entered into by and between SNAP SERVICES, LLC, Inc., a Delaware limited liability company ("SNAP"), and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of SNAP's services (individually and collectively, the "Services") accessed through SNAP or the SNAP website (this "Site"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services you access through SNAP or this Site.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and agreements, which are incorporated herein by reference:

- [Privacy Policy](#)
- [Civil Subpoena Policy](#)
- [Criminal Subpoena Policy](#)
- [Intellectual Property Infringement Policy](#)
- [Brand Guidelines](#)

The terms "we", "us" or "our" shall refer to SNAP. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

SNAP, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. You acknowledge and agree that (i) SNAP may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, SNAP may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information, including your email address, current. SNAP assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, SNAP finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. SNAP shall not be liable for any loss or damage resulting from SNAP's reliance on any instruction, notice, document or communication reasonably believed by SNAP to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, SNAP reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an Account. You represent and warrant to SNAP that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If SNAP has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, SNAP reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login and password. For security purposes, SNAP recommends that you change your password at least once every six (6) months for each Account you have with SNAP. You must notify SNAP immediately of any breach of security or unauthorized use of your Account. SNAP will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss SNAP or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- i. Your use of this Site and the Services found at this Site, including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

- ii. You will not impersonate another User or any other person or entity, or submit content on behalf of another User or any other person or entity, without their express prior written consent.
- iii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- iv. You will not use this Site or the Services found at this Site in a manner (as determined by SNAP in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promotes, encourages or engages in child pornography or the exploitation of children;
 - Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding SNAP or SNAP's Services.
- v. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by SNAP.
- vi. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- vii. You will not access SNAP Content (as defined below) or User Content through any technology or means other than through this Site itself, or as SNAP may designate.

- viii. You agree to back-up all of your User Content so that you can access and use it when needed. SNAP does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- ix. You will not use this Site or the Services found at this Site, including any of SNAP's related technologies, for any commercial use without SNAP's express prior written consent.

SNAP reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation at any time.

5. YOUR USE OF SNAP CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of SNAP Content and any User Content posted to or transmitted via SNAP's service, its company websites (i.e., those sites which SNAP directly controls or maintains) and/or any affiliates of SNAP. The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

SNAP Content. Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("SNAP Content"), are owned by or licensed to SNAP (or otherwise used with permission by SNAP), and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. SNAP Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of SNAP. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. SNAP reserves all rights not expressly granted in and to the SNAP Content, this Site and the Services found at this Site, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services found at this Site may allow Users to transmit, view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to SNAP that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any SNAP Content or User Content)

or enforce limitations on the use of this Site or the Services found at this Site, the SNAP Content or the User Content therein.

6. SNAP'S USE OF USER CONTENT

The provisions in this Section 6 apply specifically to SNAP's use of User Content posted to SNAP's company websites (i.e., those sites which SNAP directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

- i. Your User Submissions are entirely voluntary.
- ii. Your User Submissions do not establish a confidential relationship or obligate SNAP to treat your User Submissions as confidential or secret.
- iii. SNAP has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
- iv. SNAP may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

SNAP shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

If you post or publish your User Content to this Site, you authorize SNAP to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and the services provided by SNAP as well as this Agreement. Accordingly, you hereby grant SNAP a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and SNAP's (and SNAP's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content through this Site and the SNAP service, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and the SNAP service as well as under this Agreement. The above licenses granted by

you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that SNAP may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable.

7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

SNAP generally does not pre-screen User Content. However, SNAP reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. SNAP may remove any item of User Content and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by SNAP in its sole and absolute discretion), at any time and without prior notice. SNAP may also terminate a User's access to this Site or the Services found at this Site if SNAP has reason to believe the User is a repeat offender. If SNAP terminates your access to this Site or the Services found at this Site, SNAP may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

8. ADDITIONAL RESERVATION OF RIGHTS

SNAP expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services for any reason (as determined by SNAP in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by SNAP in offering or delivering any Services; (ii) to protect the integrity and stability of, and correct mistakes made by, any SNAP affiliate; (iii) to assist with our fraud and abuse detection and prevention efforts; (iv) to comply with applicable local, state, national and international laws, rules and regulations; (v) to comply with requests of law enforcement, including subpoena requests; (vi) to comply with any dispute resolution process; (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit; or (viii) to avoid any civil or criminal liability on the part of SNAP, its members, managers, officers, directors, employees and agents, as well as SNAP's affiliates.

9. TRADEMARK AND/OR COPYRIGHT CLAIMS

SNAP supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to SNAP's Intellectual Property Infringement Policy referenced above and available **here** [[clickable link to IP policy](#)].

10. LINKS TO THIRD-PARTY WEBSITES AND SERVICES/ SOCIAL NETWORKS

This Site and the Services found at this Site may contain links to third-party websites and/or services, including social networks that are not owned or controlled by SNAP. SNAP assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites or services. In addition, SNAP does not censor or edit the content of any third-party websites or services. By using this Site or the Services found at this Site, you expressly release SNAP from any and all liability arising from your use of any third-party website or services. Accordingly, SNAP encourages you to be aware when you

avail yourself of the SNAP services, or leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". SNAP, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SNAP, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND SNAP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SNAP, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL SNAP, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE

OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT SNAP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

13. INDEMNITY

You agree to protect, defend, indemnify and hold harmless SNAP and its members, managers, officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by SNAP directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

16. COMPLIANCE WITH LOCAL LAWS

SNAP makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

17. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

This Agreement shall be governed by, and interpreted in accordance with the laws of the States of New York. The parties hereby agree that any legal action or proceeding shall be brought exclusively in the courts of the State of New York. The parties further agree to submit to the jurisdiction of the State of New York and consent to the service of process in

accordance with applicable procedures and rules of said jurisdiction. Venue for any judicial proceeds shall be in the courts of the State of New York and of the United States located in the Counties of Rockland or Westchester, State of New York; and the parties agree not to raise, and shall waive any objection to or defense based on the venue of any such court or based upon *forum non conveniens*. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

18. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

19. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

SNAP Legal Department
SNAP Services, LLC
One Blue Hill Plaza, Second Floor,
Pearl River, New York 10965
Legal@snapforbusiness.com

Revised: 1/21/2011
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