

DelmarvaBIZ

Terms of Use

January 1, 2018

DelmarvaBIZ, LLC ("DelmarvaBIZ," "we," "us," and/or "our") provides its website located at www.DelmarvaBIZ.com (the "Site") and its related service that provides users with the ability to redeem/earn coupons, contests, deals, gift cards, loyalty cards, points and rewards (collectively, "Offers") from various participating merchants (such services and the Site, together with our mobile and other software applications, collectively, the "Service(s)"), subject to the following Terms of Use (as amended from time to time, these "Terms of Use"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time without further notice. You should periodically visit this page to review the current Terms of Use so you are aware of any revision to which you are bound. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

In addition, when using certain services, you shall be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at [Click to See](#). All such terms are hereby incorporated by reference into these Terms of Use.

The Service

Your Registration Obligations: You are required to register with DelmarvaBIZ to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian. You further agree that you will not provide us or Offer Providers with any mobile device numbers not assigned to you.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and/or mobile device, as applicable, and account, if any, and are fully responsible for all activities that occur under your password and/or mobile device, as applicable, or account. You agree to (a) immediately notify DelmarvaBIZ of any unauthorized use of your password and/or

mobile device, as applicable, or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. DelmarvaBIZ will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: DelmarvaBIZ reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that DelmarvaBIZ shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Offers: All Offers made available in connection with the Service are promotional only. Such Offers are made available directly by the relevant merchant providing such Offer ("Offer Provider") (not DelmarvaBIZ itself) and are redeemable solely for the applicable goods or services of the relevant Offer Provider. The Offer Provider, not DelmarvaBIZ, is the provider of the Offers and such goods and services and is solely responsible for redeeming any Offers you obtain. DelmarvaBIZ will have no liability if an Offer Provider refuses or fails to honor any Offer. In addition, the following terms and conditions also apply to all Offers:

- Redemption frequency is determined by the Offer Provider.
- Use of Offers relating to alcoholic beverages is at the sole discretion of the Offer Provider and is subject to compliance with applicable law.
- Offers cannot be combined with any other offers, vouchers, third party certificates, coupons, or promotions, unless otherwise specified by the Offer Provider.
- Offers cannot be used for taxes, tips or prior balances, unless permitted by the Offer Provider.
- Neither DelmarvaBIZ nor the Offer Provider is responsible for malfunctioning, lost, or stolen cards.
- Reproduction or sale of any Offer is prohibited.
- Any attempted redemption not consistent with these Terms of Use or any other restrictions imposed by the Offer Provider or DelmarvaBIZ (including any Offer-specific terms associated with an Offer) will render the Offer void.
- Offers are void to the extent prohibited by law.
- Offers may be applied only to the applicable products or services sold by the Offer Provider that are the subject of such Offers.
- Limit one (1) Offer per redemption. Only one Offer can be used per redemption unless otherwise specified by the Offer Provider

Third Party Services: You may register for the Service using third party services (e.g., Facebook Connect) and otherwise enable various third party services to be directly integrated into your DelmarvaBIZ experience. By enabling third party services within the Service, you are allowing us to pass your log-in information or other information (e.g., token authentication information) to these

service providers for this purpose. Please remember that the way third party services use, store and disclose your information is governed solely by the policies of such third parties, and DelmarvaBIZ shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service. In addition, DelmarvaBIZ is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available about third party services, and such third-party services may revoke authentication at any time. As such, DelmarvaBIZ is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party service. DelmarvaBIZ enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse and otherwise access the Service from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent, you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we and Offer Providers may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event, you change or deactivate your mobile telephone number, you agree to promptly update your DelmarvaBIZ account information to ensure that your messages are not sent to the person that acquires your old number.

Conditions of Use

User Conduct: You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not DelmarvaBIZ, are entirely responsible for all content that you upload, post, email or otherwise transmit via the Service, and for all activities and events that you facilitate via the Service.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use and may not be used for direct commercial endeavors.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by DelmarvaBIZ, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service, if any. In connection with your use of the Service you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying or related to the Service is the property of DelmarvaBIZ, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by DelmarvaBIZ.

The DelmarvaBIZ and DelmarvaBIZ name and logo are trademarks and service marks of DelmarvaBIZ (collectively the "DelmarvaBIZ Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to DelmarvaBIZ. Nothing in this Terms of Use or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of DelmarvaBIZ Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of DelmarvaBIZ Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will DelmarvaBIZ be liable in any way for any content posted by third parties (including Offer Providers) or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred because of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that DelmarvaBIZ does not pre-screen content, but that DelmarvaBIZ and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

User Content Posted on the Site or the Service: You are solely responsible for the content and other materials you post on or through the Service or the Site or transmit to or share with other users or recipients, whether as an end user or otherwise (collectively, "User Content"), if any. You will not post any content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting any User Content you hereby grant and will grant DelmarvaBIZ and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual,

irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to DelmarvaBIZ are non-confidential and DelmarvaBIZ shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Copyright Complaints: The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any Content made available in connection with the Service infringes your copyright, you (or your agent) may send DelmarvaBIZ a notice requesting that the Content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <https://www.loc.gov/copyright> for details). Notices and counter notices with respect to the Service should be sent to DelmarvaBIZ at:

By Mail:

Copyright Agent

DelmarvaBIZ, LLC

11678 Church Street

Princess Anne, MD 21853

By Email: support@DelmarvaBIZ.com

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet (including Offer Provider websites). DelmarvaBIZ has no control over such sites and resources and DelmarvaBIZ is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that DelmarvaBIZ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties (including Offer Providers) while using the Service are between you and the third party, and you agree that DelmarvaBIZ is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify and hold DelmarvaBIZ and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Choice of Law

This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Maryland of the United States of America and all disputes, causes of action, or controversies shall be governed by the laws of the State of Maryland. The parties acknowledge and expressly agree that this Agreement was formed in Maryland and that its laws governing choice of law or conflict of law may not be used to import the law of any other jurisdiction to interpret the Agreement of govern disputes hereunder. User hereby waives any claim it may have to governmental or sovereign immunity with respect to any claims made by DelmarvaBIZ arising under or related in any way to this Agreement.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DELMARVABIZ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

DELMARVABIZ MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DELMARVABIZ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DELMARVABIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR

TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT, SHALL DELMARVABIZ' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID DELMARVABIZ IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Arbitration

At DelmarvaBIZ's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Use or the Service that are not resolved by mutual agreement may be resolved by binding arbitration. Unless otherwise agreed by the parties, arbitration will be held in Princess Anne, Maryland, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single appointed arbitrator, and will be conducted in accordance with the rules and regulations promulgated unless specifically modified in the Terms of Use. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Use and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Use, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Termination

You agree that DelmarvaBIZ, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service for any reason, including, without limitation, for lack of use or if DelmarvaBIZ believes that you have violated or acted inconsistently with the letter or spirit of these

Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service and may be referred to appropriate law enforcement authorities. DelmarvaBIZ may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that DelmarvaBIZ may immediately deactivate or delete your account and all your related Offers. Further, you agree that DelmarvaBIZ shall not be liable to you or any third-party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user, Offer Provider or third party in connection with the Service (or any third-party service with which the Service is integrated), and DelmarvaBIZ will have no liability or responsibility with respect thereto. DelmarvaBIZ reserves the right, but has no obligation, to become involved in any way with disputes between you and any Offer Provider or other third party in connection with the Service (or any third-party service with which the Service is integrated). In addition, without limiting the foregoing, DelmarvaBIZ will have no liability or responsibility for any acts or omissions of Offer Providers with respect to their use of any of your information or your interactions with them.

General

These Terms of Use constitute the entire agreement between you and DelmarvaBIZ and govern your use of the Service, superseding any prior agreements between you and DelmarvaBIZ with respect to the Service. 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. These Terms of Use shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and DelmarvaBIZ agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State of Maryland. The failure of DelmarvaBIZ to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed

form. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At DelmarvaBIZ, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at support@DelmarvaBIZ.com to report any violations of these Terms of Use or to pose any questions regarding these Terms of Use or the Service.