

## USER TERMS

### iMerchant Direct User Terms of Service

Welcome to iMerchant Direct!

#### What iMerchant Direct Does

iMerchant Direct, Inc. (together with its affiliates, “iMerchant Direct”) provides various technology (the “iMerchant Direct Technology”) and services to merchants. Such merchant services allow participating merchants to provide services to you, which may include sending you special offers; offering loyalty programs; or allowing you to schedule appointments, make reservations, purchase goods or services from the merchant, and/or to pay the merchant through iMerchant Direct’s payment processing services (these and other services provided by iMerchant Direct to merchants are called “Merchant Services”).

iMerchant Direct may also provide services directly to you, through a iMerchant Direct website (a “iMerchant Direct Website”) and/or one or more mobile apps (“iMerchant Direct Mobile”), to allow you to interact through iMerchant Direct with merchants that use iMerchant Direct Technology. Such services may allow you to sign up through iMerchant Direct to participate in a merchant’s loyalty program or to receive messages and special offers from a merchant; make appointments or reservations, or purchase goods and services from a merchant through iMerchant Direct (these and other services that iMerchant Direct provides directly to you and other persons are called “User Services,” and all users of User Services are called “Users.”).

We call each merchant that uses iMerchant Direct Technology a “Merchant” and we call the Merchant Services and the User Services, together, the “Services.”

These Terms of Service and iMerchant Direct’s Privacy Policy apply to the User Services, whether performed by iMerchant Direct, Inc., one of its affiliates, or a third party on behalf of iMerchant Direct, Inc. or any of its affiliates. When you interact with Merchants using iMerchant Direct Technology, the Merchant’s terms of service and privacy policy apply; you should read and accept each Merchant’s terms of service and privacy policy before interacting with such Merchant.

Each Merchant has agreed with iMerchant Direct that it will follow certain rules in its interactions with Users through the iMerchant Direct Technology; those agreed-upon rules are summarized below, under the title “The Roles of Merchants and iMerchant Direct; Merchant Rules.” While iMerchant Direct will provide the iMerchant Direct Technology only to Merchants that have agreed to those rules, iMerchant Direct is not responsible for assuring that each Merchant acts in accordance with them. The rules are summarized in these Terms of Service only so that you will be aware of iMerchant Direct’s expectations with respect to how Merchants interact with you. You should check with each Merchant to confirm that they are following those rules and

that you agree to each Merchant's terms of use and privacy policy. Because a Merchant's terms of use and privacy policy may change over time, you should check them frequently.

### Terms that Apply to You

These are the Terms of Service ("Terms") that govern your use of User Services, whether you use a iMerchant Direct Website, iMerchant Direct Mobile, or otherwise interact directly with iMerchant Direct. These Terms are a legal agreement between you and iMerchant Direct.

By submitting any text or content, including registering an account, or by making any use of iMerchant Direct Mobile, a iMerchant Direct Website and/or the User Services in any manner, you hereby accept these Terms. You also accept these Terms by signing up for or agreeing to receive products or services (including communications) offered by Merchants that make use of iMerchant Direct's Merchant Services. You represent and warrant to iMerchant Direct that you: (a) are at least 13 years of age, (b) have the authority to enter into this Agreement, and (c) have read and understand the Privacy Policy, located at [www.iMerchantDirect.com/privacy](http://www.iMerchantDirect.com/privacy), the terms of which are hereby incorporated by reference. If you are between the ages of 13 and 18 and your parent or guardian has any questions about your use of a iMerchant Direct Website, iMerchant Direct Mobile or any other iMerchant Direct Technology, please ask him or her to contact us at [Support@iMerchantDirect.com](mailto:Support@iMerchantDirect.com). If you do not agree to these Terms, please immediately cease using the User Services, including any iMerchant Direct Website and iMerchant Direct.

iMerchant Direct may amend these Terms from time to time, and such revised versions will become effective when posted on a iMerchant Direct Website or in iMerchant Direct Mobile. You should review each iMerchant Direct Website and iMerchant Direct Mobile regularly to ensure that you have reviewed the latest version.

### Access to User Services

You are hereby granted a non-transferable, non-exclusive, limited, revocable license to use the User Services and software provided to you through a iMerchant Direct Website and iMerchant Direct Mobile. You may register for the User Services at one of our Merchant locations or by authorizing a Merchant to set up your account, by booking an appointment through the Appointments Wizard, making a reservation through the Restaurant Waitlist and/or Reservations software, ordering services or products online through iMerchant Direct, or when prompted through a third-party website that we integrate with (e.g., Facebook or Google), or any other process or method that iMerchant Direct may be implement in the future. Your use of the User Services constitutes your acceptance of these Terms.

iMerchant Direct may refuse to offer the Services to anyone at any time, and may withdraw access to the Services from anyone at any time, in the sole discretion of iMerchant Direct.

### Services

Using a iMerchant Direct Website or iMerchant Direct Mobile, or by registering for the User Services through a Merchant, you may sign up to receive special coupons, messages and other information (“Notes”) that may include special promotions or offers (“Offers”), which a Merchant may send through social media platforms that may include Facebook, Twitter, and other social media services that may be included in the Services from time to time (“Social Media Tools”). You may also be able to invite friends to view Notes or Offers that you think would be of interest to them, through certain Social Media Tools. If a Merchant operates a loyalty program through iMerchant Direct Technology that allows customers to accrue points or credits, you may access your current point total and the terms of Merchant’s loyalty program through the User Services.

From time to time, Merchants may provide additional Services using the iMerchant Direct Technology, including options to make payments for certain Merchant services or products, make reservations or appointments, make purchases, or other services.

There is currently no charge for the use of any of these Services, but you should be aware that rates and fees charged by third parties may apply.

#### How to Use the Services

In order to receive Notes and keep track of your loyalty program points you should register with each Merchant that interests you at the Merchant’s location or on its Facebook page or other Social Media Tool the Merchant may use, which will automatically register you with iMerchant Direct, or you may register directly with iMerchant Direct on the applicable iMerchant Direct Website and/or via iMerchant Direct Mobile. Merchants may also register you for the Services by sending your contact information to iMerchant Direct, which Merchants have agreed to do only with your consent (See “The Roles of Merchants and iMerchant Direct; Merchant Rules,” below). Where indicated on the registration page, you will need to provide (or one or more Merchants may provide on your behalf) certain information, which may include your telephone number, your email address, first and/or last names, zip code and birthdate (“Registration Information”). Some of the foregoing information may be optional (see following paragraph).

After you register, you may be offered the opportunity to receive Notes and Offers via Facebook, Twitter or other Social Media Tools, and to participate in various programs to earn additional benefits. A Merchant with which you have registered and iMerchant Direct may offer other programs or opportunities to registered Users from time to time.

If you already authorized one or more Merchants to send you Notes through mobile communications (e.g., SMS text messaging or mobile notifications), you need not re-register for that service, but when you register with a new Merchant to receive Notes you are authorizing such Merchants to send you Notes through mobile communications. In either case, your Registration Information will be associated by the Merchant and iMerchant Direct with your email address. When you authorize iMerchant Direct or a Merchant to send you Notes, or authorize a Merchant to send you Notes, as described above, you are authorizing iMerchant

Direct and the selected Merchant(s) to use your mobile number to send Notes and/or other messages to you.

### Content of this Site and Notes

You understand that the Notes, the iMerchant Direct Website, iMerchant Direct Mobile, and/or other messages that you may receive from time to time from a Merchant contain trademarks, logos, artwork, and text that was created by or for the Merchant or iMerchant Direct, and that is protected by trademark and/or copyright law. You agree not to use any such materials in any way without the prior written permission of the Merchant or iMerchant Direct, as the case may be. You may, however, post Notes (including Offers) through the tools provided for that purpose through the Social Media Tools, or forward Notes or Offers to friends.

### Social Media Tools and Third Party Links

Neither the Merchants nor iMerchant Direct control the Social Media Tools through which the Services may be provided. Further, you may see links to third-party sites that are not controlled by a Merchant or iMerchant Direct (all of the foregoing, "Third-Party Sites"). YOU AGREE THAT NEITHER iMerchant Direct NOR ANY MERCHANT IS LIABLE FOR THE PRODUCTS AND/OR SERVICES OFFERED THROUGH SOCIAL MEDIA TOOLS OR ANY OTHER THIRD-PARTY SITES. NEITHER iMerchant Direct NOR ANY MERCHANT IS RESPONSIBLE FOR OR OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF SOCIAL MEDIA TOOLS OR PRODUCTS OR SERVICES FROM THIRD PARTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE iMerchant Direct AND THE MERCHANTS FROM ANY DAMAGES THAT YOU INCUR, AND YOU AGREE NOT TO ASSERT ANY CLAIMS AGAINST iMerchant Direct OR ANY MERCHANT ARISING FROM YOUR USE OF SOCIAL MEDIA TOOLS OR PRODUCTS OR SERVICES FROM THIRD PARTIES. In connection with the foregoing release, you hereby waive California Civil Code Section 1542 and any similar provision in any other jurisdiction. California Civil Code Section 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

### The Roles of Merchants and iMerchant Direct; Merchant Rules

Responsibilities of Merchants. You understand that each Merchant is responsible for the goods and services that it offers (on the Merchant's site and otherwise), the Notes and Offers that it sends from time to time, the terms of its loyalty programs (if any), all other applicable business processes and policies (e.g., returns, refunds, deposits), and all descriptions of the foregoing (whether on a iMerchant Direct Website, iMerchant Direct Mobile or otherwise), for honoring the terms of its Offers and its loyalty programs (if any), and for making sure that its product and service descriptions, its Notes and Offers, its loyalty program (if any), the products and services it provides, and its business are all in compliance with applicable law. Each Merchant is responsible for complying with the Merchant Rules, its own terms of use and its own privacy

policy. Each Merchant is also responsible for its own website, the information it posts to its Facebook page and through any other Social Media Tools, and for all information and descriptions the Merchant provides to you using the iMerchant Direct Technology. Further, each Merchant is responsible for maintaining any information it collects about you in compliance with its privacy policy and for the security of that information.

Merchant Rules. Each Merchant has provided certain warranties and representations to iMerchant Direct regarding that Merchant's relationship with you and how the Merchant will use your information, which are included in the Merchant Rules. For example, the Merchant Rules require each Merchant:

a) to use the Services only for Merchant's business purposes and to comply with (i) both Merchant's own published policies and those of iMerchant Direct, and (ii) all applicable laws and regulations, including all laws and regulations relating to privacy and security (including all laws and regulations relating to personal health information, financial information or other sensitive information), the CAN-SPAM Act of 2003, 15 U.S.C. 103, et seq. (the "CAN-SPAM Act"), the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA") and all other laws and regulations relating to marketing to entities and/or individuals.

b) to comply with iMerchant Direct's Privacy Policy (which is incorporated herein by reference) and these User Terms, and to comply with all other policies established by iMerchant Direct. Specifically, but without limiting the foregoing, each Merchant has agreed not to use any data relating to Users or take any other action that the iMerchant Direct Privacy Policy or these User Terms state may be done only with the permission of iMerchant Direct until and unless Merchant has received written permission from iMerchant Direct to do so, and each Merchant has agreed to comply with any terms required by iMerchant Direct in conjunction with granting such permission. Each Merchant has also agreed not to use any data relating to Users or take any other action that is inconsistent with these User Terms, iMerchant Direct's Privacy Policy, any other iMerchant Direct policy, or any applicable service description. In addition, each Merchant understands that it is solely responsible for posting and disseminating to Users its own terms of use and a privacy policy on its websites or apps. Each Merchant has assured iMerchant Direct that such Merchant's terms of use and privacy policy are consistent with these User Terms (including the Merchant Rules) and do not violate any applicable law, including CAN-SPAM and the TCPA.

c) to be solely responsible for the creation and dissemination of all communications with its customers, prospective customers, and others with whom it communicates through the use of the Services and/or iMerchant Direct Technology, including the content and frequency of all communications to Users. Each Merchant has acknowledged that iMerchant Direct does not create, send, disseminate, initiate, make or take any of the steps necessary to send communications from the Merchant to Users, and that iMerchant Direct shall not be directly liable for any communications sent to Users by the Merchant. Each Merchant has agreed to communicate with Users only in compliance with all applicable laws, rules, and regulations, including CAN-SPAM and the TCPA, and all other applicable laws.

d) to obtain any consents from Users that may be required by the TCPA, CAN-SPAM, or other laws before Merchant sends any communications to Users. Merchant has agreed that it (i)

bears the sole responsibility for obtaining any legally required consents from Users prior to sending any communications to Users, (ii) has the sole responsibility for storing and maintaining records of any legally required consents, (iii) has the sole responsibility to maintain and implement a system that allows Users to opt-out of future communications from Merchant or to alter or revoke any consents related to communications from Merchant, (iv) will not send communications to Users beyond the frequency represented to such Users in any disclosures or terms provided by Merchant, and (v) will have sole legal liability for any act, omission or violation of any law or regulation by Merchant or its contractors that may occur in connection with Merchant's use of the Services.

e) to be solely responsible for receiving consent from Users to submit to iMerchant Direct any information relating to the User as required in order to include such User in the applicable Services, and each Merchant has represented, warranted and covenanted that providing such information about the User will not violate any obligation the Merchant has to such User, including pursuant to the Privacy Policy or the User Terms, Merchant's privacy policy, CAN-SPAM, the TCPA, or any other applicable law, regulation, or policy. Each Merchant has agreed that it is solely responsible for designing, describing, administering, and fulfilling the terms set forth in any descriptions of its products or services, or any promotions, deals, or programs offered by Merchant to Users, as communicated by Merchant using any of the Services.

f) to ensure that all interactions with Users are in compliance with (i) the Merchant Rules and (ii) the terms of any offers, commitments, or representations Merchant has made to Users. In addition, Merchant has represented, warranted and covenanted that no communication with Users or published material made available to Users through the use of the Services (including Notes and Merchant websites) will contain: (a) any sexually explicit materials; (b) any viruses, Trojan horses, worms, or other harmful code; (c) disclosure of any personally identifiable information (without first obtaining the prior express written consent from the data subject); (d) any content commonly associated with unsolicited commercial messages (e.g., spam); (e) any libelous, scandalous, defamatory, disparaging, vulgar, profane, threatening, hateful, or harassing message, (f) any incitement to illegal activity, harassment, or violence; (g) any images, audio, video, or other content created by a third party, without obtaining the prior written consent from the content owner; or (h) any other types of content that may be considered objectionable, illicit or illegal (all of the foregoing, collectively, "Offensive Content").

g) not to retain any third parties for any purpose unless the third parties agree to comply with the Merchant Rules and with all prevailing laws and regulations, including CAN-SPAM and the TCPA and any associated regulations, and with contractual terms regarding CAN-SPAM and TCPA compliance that are at least as stringent as the requirements set forth herein. Each Merchant has agreed that it shall bear all legal responsibility if a third party retained by Merchant engages in conduct that violates the laws or regulations of any jurisdiction, including CAN-SPAM and the TCPA. Each Merchant has agreed not to allow any third parties to use the iMerchant Direct Technology to create, send disseminate, initiate, make or take any of the steps necessary to send any communications on Merchant's behalf. Each Merchant has also agreed that if it purchases leads, phone numbers, or other contact information from a third party, Merchant shall bear all legal responsibility for ensuring that the third party obtained all consents required under the TCPA, CAN-SPAM or other applicable laws or regulations.

h) not to disseminate, through any means, any content that Merchant does not have the right to use (“Infringing Content”), or any content that may be Offensive Content. Each Merchant has agreed to use data relating to Users obtained through the use of the Services solely to market Merchant’s goods and services to Users through the Services during the term of such Merchant’s agreement with iMerchant Direct. Each Merchant has agreed not to download or make copies (whether in hard copy or electronic) of User information collected by iMerchant Direct or by Merchant through iMerchant Direct Technology or the Services except to the extent such downloading and/or use (i) is during the term of the Merchant’s agreement with iMerchant Direct, (ii) is solely for the Merchant’s internal business purposes, and (iii) is in accordance with iMerchant Direct’s Privacy Policy and User Terms, the Merchant’s privacy policy and terms of use, and in accordance with all applicable laws and regulations. Each Merchant has agreed that if, after the term of its agreement with iMerchant Direct, the Merchant contacts any person whose information was collected other than through iMerchant Direct or iMerchant Direct Technology, these terms shall continue to apply to all such contacts. Each Merchant has agreed to use information relating to Users only as permitted by the Merchant Rules, and not to provide any information obtained through the use of the Services, including any information that would personally identify, or facilitate personal contact with, any User (e.g., first and/or last names, email, telephone number, zip code, birthdate, gender, credit card or other financial information, or other identifying information) to any third party other than (a) to an acquirer in the event of a sale or merger of the Merchant’s business, provided that the acquirer agrees to maintain and use such data regarding Users in accordance with the Merchant Rules and its agreement with iMerchant Direct, including the Privacy Policy and User Terms, (b) as necessary to fulfill an order for a User, (c) to service providers of the Merchant who need to know such information to provide services to the Merchant consistent with the Merchant Rules and are obligated to keep such information confidential, (d) if required by law or subpoena, in response to an inquiry from law enforcement authorities or regulators, or (e) if the Merchant believes the release of such information is necessary to address or prevent illegal or harmful activity. Each Merchant has agreed that it will not obtain or seek to obtain access to any nonpublic information of iMerchant Direct, any other iMerchant Direct Merchant or other third party, or User information maintained on behalf of another iMerchant Direct Merchant.

i) not to seek to discover or record the credit or debit card number or other payment details when Users use a credit or debit card or any other non-cash payment means through iMerchant Direct Technology (including a iMerchant Direct website or iMerchant Direct Mobile). Each Merchant has agreed that when Users interact directly with that Merchant without the use of any iMerchant Direct Technology (e.g. via telephone), the Merchant will record such payment details only with the express written consent of the User. Further, each Merchant has agreed to use a User’s payment information only consistent with the scope of such User’s authorization (e.g., to process payments) and not to disclose any payment information of Users to a third party without the User’s written consent, provided that a Merchant may disclose such payment information to (i) third parties necessary to effect a transaction, provided that such third parties have an obligation to use the payment information only for purposes of carrying out the transaction or for other activities that have been authorized by the applicable User, and (ii) when required under applicable law.

iMerchant Direct's Responsibilities. iMerchant Direct provides the iMerchant Direct Technology, which includes the platform, technology, tools and know-how that iMerchant Direct uses and that enable Merchants to interact with Users, which may include disseminating Notes; offering loyalty programs and tracking, monitoring, assessing and adjusting them; and offering appointment management, review tracking, payment processing, payroll management, online or mobile purchasing, self-service customer check-in services, website services, and integrated point of sale ("POS") systems. iMerchant Direct may offer additional Services in the future.

From time to time, iMerchant Direct may collect information about you through a iMerchant Direct Website, iMerchant Direct Mobile, or as a result of your use of one or more programs or services offered by Merchants or resulting from Merchant's use of iMerchant Direct Technology. iMerchant Direct will maintain and use all such information it collects about you in compliance with its Privacy Policy.

#### Disclaimer of Warranties

ALL PRODUCTS AND SERVICES OF iMerchant Direct, ALL NOTES, AND ALL GOODS OR SERVICES OFFERED BY MERCHANTS (INCLUDING THOSE PROVIDED WITH RESPECT TO OFFERS), THIS SITE, THE SOCIAL MEDIA TOOLS AND/OR ANY REWARDS PROGRAM OFFERED BY MERCHANTS OR OTHERS ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." The allocation of responsibilities between Merchants and iMerchant Direct in the preceding Section do not constitute warranties, and are stated solely to facilitate your understanding of the respective roles of the parties. iMerchant Direct HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

iMerchant Direct HEREBY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT ALL MERCHANTS WILL FULFILL THEIR RESPONSIBILITIES OR COMPLY WITH THE MERCHANT RULES.

Without limiting the foregoing, iMerchant Direct does not make any representation or warranty that each iMerchant Direct Website, iMerchant Direct Mobile App, the Social Media Tools, the Notes or Offers, any loyalty program of the Merchant or any third party (or any description thereof), any software or other technology used in the delivery of the Services (including the iMerchant Direct Technology), are or will be accurate, complete, reliable, current or error-free, or that this site, any Social Media Tools or any other software, technology or servers used in the delivery of the Services, are free of any viruses or other harmful components. As with other sites and content you access over the internet, you are advised to exercise caution and use industry-standard means to detect and disable viruses and other harmful materials.

You agree that when you view, download or forward any content on a iMerchant Direct Website or iMerchant Direct Mobile, any website of a Merchant, or otherwise obtain content from or through the use of the Services or from iMerchant Direct or a Merchant (including Notes that



may be sent to you through the Social Media Tools), you do so at your own risk, and that you will be wholly responsible for your use of the foregoing and any loss of data, damages to your computer system or mobile device, or any other harm that may result from the use of the Services. Further, you understand that the information and other content available on this site, in Notes or Offers, or with respect to loyalty programs, and the technology used to formulate and deliver them, may contain errors, bugs, problems or other limitations, and that you use such information and content at your own risk and should not rely upon it without verification.

#### Disclaimer of Liability

iMerchant Direct, INCLUDING ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE SERVICES, THE SOCIAL MEDIA TOOLS, THE NOTES OR THE LOYALTY PROGRAMS OF A MERCHANT OR ANY OTHER PARTY; OR FOR ANY DATA COLLECTED FROM YOU BY iMerchant Direct OR A MERCHANT THROUGH THE USE OF THE SERVICES.

Without limiting the foregoing,

(i) iMerchant Direct SHALL NOT HAVE ANY LIABILITY, ON ANY LEGAL BASIS WHATSOEVER, TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF THE MERCHANT AND/OR iMerchant Direct WAS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, and

(ii) YOU AGREE THAT iMerchant Direct IS NOT RESPONSIBLE FOR THE MERCHANT RESPONSIBILITIES DESCRIBED ABOVE UNDER THE HEADING "THE ROLES OF MERCHANT AND iMerchant Direct; MERCHANT RULES." YOU AGREE THAT YOU WILL NOT MAKE ANY ALLEGATION OR TAKE ANY ACTION AGAINST iMerchant Direct BASED ON THE ACTUAL OR ALLEGED FULFILLMENT OR NON-FULFILLMENT BY A MERCHANT OF ITS RESPONSIBILITIES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY RELEASE iMerchant Direct FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO OR ARISING FROM ANY ACTION OR INACTION BY A MERCHANT (INCLUDING ANY FAILURE OF A MERCHANT TO COMPLY WITH THE MERCHANT RULES). In connection with the foregoing, you hereby waive California Civil Code Section 1542 and any similar provision in any other jurisdiction. California Civil Code Section 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Some jurisdictions do not allow certain limitations or exclusions of damages, so some of the foregoing disclaimers and limitations may not apply to you.

You agree that without the foregoing limitations of liability, exclusions of damages, releases and waivers it would not be feasible for iMerchant Direct and Merchants to offer you the Services without charge, that such limitations of liability, exclusions of damages, releases and waivers are fundamental elements of the basis of the bargain between you, the Merchants, and iMerchant Direct, pursuant to which the Services are offered to you, and that the Services would not be made available to you if you did not agree to such limitations, exclusions, releases and waivers.

## Privacy and Security

**Your Information.** You understand that iMerchant Direct will collect information from you through a iMerchant Direct Website and iMerchant Direct Mobile, that Merchants may collect information from you through the use of the Services, and that iMerchant Direct and the Merchants may use such information for their marketing purposes, for example, in connection with the Services or iMerchant Direct Technology, and in the case of each Merchants, for such Merchant's marketing purposes. One or more Merchants may provide Registration Information to iMerchant Direct on your behalf and with your consent, which will allow you to participate in the Services.

The foregoing, and other disclosures about how iMerchant Direct may use information about you, are described in the Privacy Policy. Each Merchant has agreed to operate in accordance with the Privacy Policy. Please read that Privacy Policy carefully before using the Website, iMerchant Direct Mobile, or the Services, and before providing any Registration Information to iMerchant Direct or any Merchant.

**Your obligations.** You agree not to violate or attempt to violate the security of a iMerchant Direct Website or iMerchant Direct Mobile, or any site or system of a Merchant. Specifically, but without limiting the generality of the preceding sentence, you agree not to: (a) access data that is not intended for your use; (b) log on to a server or account that you are not authorized to access; (c) probe, scan or test the vulnerability of any system or network related in any way to the Services without proper authorization; (d) breach security or authentication measures; (e) interfere with service to any host, network, or other user, including without limitation, sending unsolicited e-mail, flooding, spamming, mailbombing, or crashing; (f) send promotions and/or advertising products and/or services (other than forwarding or posting Merchant Notes as provided in these User Terms); or (g) attempt to do any of the preceding.

**Accessing Your Account Through Social Media.** You understand that you may access your account information through your Facebook or other Social Media sign-in, and that neither iMerchant Direct nor a Merchant has any control over Facebook or any other Social Media Tools or their sign-in processes. iMerchant Direct and Merchants are entitled to rely on the fact that any information submitted and any request for information sent to iMerchant Direct or a Merchant under your Facebook or other Social Media Tool sign-in was sent by you. If you believe that the confidentiality of any third-party sign-in has been compromised or that someone has accessed your account without authorization, you should immediately contact the third party responsible for the sign-in or other access control.

## Termination of Right to use the Services

Notwithstanding any agreements you may have with an applicable Merchant, iMerchant Direct reserves the right to terminate your right to use any of the Services for any reason whatsoever, including your violation of any of these Terms or if your account has been inactive for more than one year. Upon termination of your right to use any of the Services access to the terminated Services, including any Offers or loyalty programs, may be terminated (in the case of Offers or loyalty programs, in accordance with the terms of such program). The disclaimers, limitations of liabilities, releases and waivers set forth in these Terms shall survive any such termination.

## Resolution of Disputes

If you have a complaint or a dispute with iMerchant Direct or a Merchant, our goal is to learn about and address your concerns promptly. If we are unable to do so to your satisfaction, we want you to have a neutral and cost effective means of resolving the issue quickly. Any complaint or dispute you may have with regard to a Merchant with respect to the Services or the products or services offered by the Merchant should be reported directly to the Merchant. Complaints or disputes that involve iMerchant Direct may be reported to iMerchant Direct via e-mail at [Support@iMerchant Direct.com](mailto:Support@iMerchant Direct.com), or by calling iMerchant Direct's customer service representative at 877-871-4641 between 9 a.m.–5 p.m. Eastern time weekdays (other than holidays).

If we cannot resolve any complaint or dispute by negotiation, such dispute (excluding claims for injunctive or other equitable relief) shall be resolved through binding arbitration. Either you or iMerchant Direct may initiate such arbitration by notifying the other party and the alternative dispute resolution provider ("ADR Provider") that you or iMerchant Direct wishes to initiate a binding arbitration proceeding. Such arbitration shall be handled by the American Arbitration Association or another established ADR Provider mutually agreed upon by the parties involved in the dispute. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitation, and shall honor claims of privilege recognized at law. There shall be no authority for any claims to be arbitrated on a class or representative basis.

Arbitration can decide only your individual claim or the individual claim of iMerchant Direct. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The party initiating arbitration can elect non-appearance-based or appearance-based arbitration. For non-appearance-based arbitration: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; and b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. For appearance-based arbitration, the arbitration shall be held at a location determined by the ADR Provider in Chicago, Illinois, or at such other location as may be mutually agreed upon by the parties involved in the dispute. Any judgment on an arbitration award rendered by the arbitrator (whether the arbitration was non-appearance-based or appearance-based) may be entered in any court of competent jurisdiction.

Any arbitration or action brought by you with respect to anything related to the Services must be brought, if at all, within one (1) year from the accrual of such cause of action. A printed version of these Terms will be admissible in arbitration, judicial and administrative proceedings based upon or related to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

All claims you have against iMerchant Direct, must be resolved in accordance with the process described in the three preceding paragraphs. Any claim you bring or file contrary to those provisions shall be considered improperly filed and a breach of these Terms. Should you file a claim contrary to the provisions set forth above, iMerchant Direct may recover attorneys' fees and costs up to \$1,000, provided that iMerchant Direct has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

#### Applicable Law

The Services are offered through technology owned and controlled by iMerchant Direct from its offices within the State of Illinois, United States of America. Since the Services can be accessed from all 50 states, as well as from other countries around the world, and each of these places has laws that may differ from those of Illinois, by accessing a iMerchant Direct Website or iMerchant Direct Mobile, or by using the Services, you and iMerchant Direct agree that the statutes and laws of the state of Illinois, without regard to the conflicts of laws principles thereof, will apply to all matters relating to use of a iMerchant Direct Website, iMerchant Direct Mobile and the Services. Neither iMerchant Direct nor any Merchant makes any representation that the Services are appropriate or legal in countries other than the United States, or that they will be available for use outside of the United States. If you use the Services from outside the United States, you are entirely responsible for compliance with applicable local laws, including the export and import regulations of other countries relating to the content of any Notes and anything purchased in response to an Offer. Unless otherwise explicitly stated, the Services, all Notes and all loyalty programs of Merchants are intended solely for use by individuals located in the United States.

#### Miscellaneous

iMerchant Direct may assign its rights and responsibilities hereunder without notice to you. If any of these Terms are held invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of these Terms will continue in effect. These Terms constitute the entire contract between you and iMerchant Direct with respect to the subject matter hereof and supersede all other communications, written or oral, with regard to any aspect of the Services.

As used in these Terms, "includes," "including" and other forms of the word "include" mean "includes but is not limited to," "including without limitation," or the like.

The failure of iMerchant Direct to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by iMerchant Direct. Your use of a iMerchant Direct Website, iMerchant Direct Mobile, and the Services is subject to the additional disclaimers and caveats that may appear in various Notes or in the policies of iMerchant Direct or a Merchant that we or a Merchant may communicate to you from time to time.

iMerchant Direct's contact information is: Merchant contact information may be found on the Merchant's website and/or Facebook page, or by contacting iMerchant Direct.

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You agree that these Terms are binding on you. Your agreement is effective upon your first use any of the Services (whether you registered for them or a Merchant registers you with iMerchant Direct) or when you click on the box in which you agree to these Terms, whichever occurs first.