

Terms of Services

1. Acceptance of terms

By using My Shop Assist's online and offline products and services (collectively, "the Service"), provided by My Shop Assist, Inc. (collectively, "My Shop Assist," "We" or "Us") you agree to be bound by the following Terms of Service ("TOS"). The TOS may be updated by us from time to time without notice. You can review the most current version of the TOS at any time at: <http://www.myshopassist.com>.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind the entity to these terms and conditions, in which case the terms "you" or "your" shall refer to the entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use the Service.

You understand and agree that the Service may include advertisements. You also understand and agree that the Service may include certain communications from My Shop Assist, such as service announcements and administrative messages, and that these communications are considered part of My Shop Assist membership and that you will not be able to opt out of receiving them. Changes and features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS IS" and that My Shop Assist assumes no responsibility for the timeliness, deletion, mis-delivery of or failure to store any user content or settings. You are responsible for obtaining access to the Service, which access may involve third-party fees (such as Internet Service Provider charges). You are responsible for those fees, including fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

You may not access the Service for purposes of monitoring its performance, availability, or functionality, or for any other benchmarking or competitive purposes, without My Shop Assist's prior written consent. You may not access the Service if you are a direct competitor of My Shop Assist, except with My Shop Assist's prior written consent.

2. Your account

In consideration of your use of the Service, you represent and warrant that (i) you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction, (ii) your use of the Service does not violate any applicable law or regulation, and (iii) you are human. Accounts registered by "bots" or other automated methods are not permitted. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form ("Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or My Shop Assist has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, My Shop Assist has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Registration Data and certain other information about you is subject to our Privacy Policy which is incorporated by reference herein in its entirety. For more information, see our full privacy policy at <http://www.MyShopAssist.com/privacy.html>. You understand that through your use of the Service you consent to the collection and use (as set out in the Privacy Policy) of this information.

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify My Shop Assist of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. My Shop Assist cannot and will not be liable for any loss or damage arising from your failure to comply with the TOS, including, without limitation, this Section 2.

3. Billing

We will begin billing you for subscription fees corresponding to your subscription plan, plus any applicable tax, at the end of your free trial period, unless you cancel prior to the end of your free trial. To view the specific details of your subscription plan, check "Account & Settings" or "My Profile" page available to you after logging into the Service. You will not receive a notice from us that your free trial has ended or that your paying subscription has begun.

Your Service subscription will be automatically renewed at the end of your subscription period. We will bill the subscription fee plus any applicable tax to you. Your membership will automatically renew for successive subscriptions, without prior notice to you, unless and until you cancel your membership, or we terminate it. You must cancel your membership before it renews in order to avoid billing of the next period's subscription fees to your payment method.

By using the Service, you are expressly agreeing that we are permitted to bill you a subscription fee, any applicable tax and any other charges you may incur in connection with your use of the Service. Additional charges may include service level changes you request. The subscription fee will be billed at the beginning of your subscription and on each renewal thereafter, unless and until you cancel your membership. We will automatically bill you each billing period on the calendar day corresponding to the commencement of your membership. All fees and charges are nonrefundable, and there are no refunds or credits for partially used periods, or where you have elected to downgrade service levels or otherwise remove any paid component or feature. If you elect to upgrade your service level or otherwise add any paid component or feature, we will pro-rate the amount due based on the number of days remaining in your billing cycle; provided, however, that any such proration shall be based on your service level or paid components or features in existence immediately prior to your election to upgrade or add paid components or features. We may change the fees and charges in effect or add new fees and charges from time to time. We will inform you of any increase or addition to existing fees and we may offer you a grace-period in which your fees will not increase for a certain period of time. If you do not accept the increase or addition to the existing fees, you may elect to terminate your account during the then current billing period and you shall not be liable for such fee increase after the applicable billing period; however, any later renewal of service will be subject to the increased fee structure. If your credit or debit card reaches its expiration date, your continued use of the Service constitutes your authorization for us to continue billing you, and you remain responsible for any uncollected amounts.

If you change your service level (downgrade it), you may cause the loss of Content or features for your account. My Shop Assist does not accept any liability for such loss. You may cancel your subscription to the Service at anytime, and cancellation will be effective immediately. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR ANY FEATURE OF COMPONENT THAT YOU HAVE PAID FOR BUT NOT USED.

In connection with your purchase and/or use of the Service you may be subject to taxes, including, without limitation, sales and use taxes, by any authority which has jurisdiction to impose such taxes. You agree that the obligation and payment of any such taxes shall be your sole and absolute responsibility, and you agree to indemnify My Shop Assist pursuant to Section 6(vi) to the extent that My Shop Assist incurs any obligations or other liabilities in connection with such taxes.

4. Content

You understand that all information, data, text, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not My Shop Assist, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. My Shop Assist does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, objectionable or illegal in your jurisdiction. Under no circumstances will My Shop Assist be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

1. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, under any applicable laws;
2. harm minors in any way;
3. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. disguise the origin of any Content transmitted through the Service;
5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any applicable law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other form of solicitation;
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. act in a manner that negatively affects other users' ability to use the Service;
10. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
11. intentionally or unintentionally violate any applicable local, state, national or international law;
12. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

You acknowledge that My Shop Assist may or may not pre-screen Content, but that My Shop Assist and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, My Shop Assist and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by My Shop Assist or submitted to My Shop Assist.

You acknowledge, consent and agree that My Shop Assist may access, preserve and disclose your account information and Content if required to do so by any applicable law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with any applicable legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of My Shop Assist, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

My Shop Assist does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the

Service, you grant My Shop Assist the following worldwide, royalty-free and non-exclusive license(s): the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

5. Special admonitions for international use

Recognizing the global nature of the Internet, you agree to comply with any and all applicable local, state, national or international laws and regulations regarding online conduct, acceptable Content and use of the Service. Specifically, you also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country or jurisdiction in which you reside.

6. Indemnity

You agree to indemnify and hold My Shop Assist and its parent, subsidiaries, affiliates, officers, directors, shareholders, agents, attorneys, employees, partners, licensors and other representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of, or in connection with, (i) Content you submit, post, transmit or otherwise make available through the Service, (ii) your use or access of the Service, (iii) your connection to the Service, (iv) your violation of the TOS, (v) your violation of any rights of another, and (vi) any taxes arising in connection with your purchase or use of the Service in any jurisdiction, domestic or otherwise, including, without limitation, sales and use tax.

7. No resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service unless you otherwise have an agreement with us which specifically grants you such right(s).

8. General practices regarding use and storage

You acknowledge that My Shop Assist may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on My Shop Assist's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that My Shop Assist has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by the Service. You acknowledge that My Shop Assist reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that My Shop Assist reserves the right to modify these general practices and limits from time to time.

9. Modifications to Service

My Shop Assist reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that My Shop Assist shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. Marketing

You agree to be identified as a customer of My Shop Assist and you agree that My Shop Assist may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in My Shop Assist's marketing materials and web site. You hereby grant My Shop Assist a fully-paid, irrevocable, perpetual, world-wide license to use your name and any of your trade names and trademarks solely in connection with the rights granted to My Shop Assist pursuant to this marketing section.

11. Termination and cancellation

You agree that My Shop Assist may **without prior notice** immediately terminate your My Shop Assist account and access to the Service. Such termination may be made in My Shop Assist's sole and absolute discretion with or without cause. For illustrative purposes only, the situations in which My Shop Assist may terminate your account and access to the Service shall include, but not be limited to: (a) breaches or violations of the TOS or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Service (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any fees owed by you in connection with the Service. Further, you agree that all terminations for cause shall be made in My Shop Assist's sole and absolute discretion and that My Shop Assist shall not be liable to you or any third party for any termination of your account, or access to the Service.

12. Dealings with advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. You agree that My Shop Assist shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

13. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because My Shop Assist has no control over such sites and resources, you acknowledge and agree that My Shop Assist is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that My Shop Assist 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 such Content, goods or services available on or through any such site or resource.

14. My Shop Assist's proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by My Shop Assist or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

My Shop Assist grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer, subject to the terms and conditions of this Agreement. You shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by My Shop Assist for use in accessing the Service.

15. Disclaimer of warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MY SHOP ASSIST AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, PARTNERS, LICENSORS AND OTHER REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. MY SHOP ASSIST AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, PARTNERS, LICENSORS AND OTHER REPRESENTATIVES MAKE 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; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MY SHOP ASSIST OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

16. Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MY SHOP ASSIST AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, PARTNERS, LICENSORS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MY SHOP ASSIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MY SHOP ASSIST'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO MY SHOP ASSIST FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) \$100.

17. Exclusions and limitations

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 OF SECTIONS 13 AND 14 MAY NOT APPLY TO YOU.

18. Trademark information

The My Shop Assist and My Shop Assist logo trademarks and service marks and other My Shop Assist logos and product and service names are trademarks of My Shop Assist

19. General information

Entire Agreement. The TOS constitute the entire agreement between you and My Shop Assist and govern your use of the Service, superseding any prior agreements between you and My Shop Assist with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other My Shop Assist services, affiliate services, third-party content or third-party software.

Choice of Law, Forum, and Dispute Resolution. The TOS and the relationship between you and My Shop Assist shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and My Shop Assist agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Dallas, State of Texas regardless of (i) your world-wide physical location, or (ii) the jurisdiction where you purchased or use the Service.

Dispute Resolution - Bench Trial. Any judicial proceeding shall be held before a judge only in Dallas County, Texas. THE PARTIES KNOWINGLY, VOLUNTARILY INTELLIGENTLY, AND WITH SUFFICIENT AWARENESS OF THE RELEVANT CIRCUMSTANCES AND LIKELY CONSEQUENCES WAIVE THEIR RIGHT TO HAVE ANY SUIT, CLAIM OR DISPUTE, ARISING UNDER THIS AGREEMENT, DECIDED BY A JURY, AND CONSENT TO HAVE ANY SUCH MATTER DECIDED SOLELY AND EXCLUSIVELY BY THE COURT. The prevailing party is entitled to seek recovery of its reasonable attorney's fees and court costs.

Notice and Future Changes. My Shop Assist may provide you with notices, including those regarding modifications to the TOS (including the Privacy Policy), by email or via the web-site. You agree to review the TOS (including the Privacy Policy) periodically so that you are aware of any modifications. Your continued use of the Service after any modifications indicates your acceptance of the modified TOS (and all other agreements, policies, rules and guidelines referred to herein). Unless expressly stated otherwise by My Shop Assist, any new features, new services, enhancements or modifications to the Service implemented after your initial access to the Service shall be subject to these TOS.

Waiver and Severability of Terms. The failure of My Shop Assist to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 the TOS shall remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your My Shop Assist account is non-transferable and any rights to your My Shop Assist ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. 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 the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.