



TERMS OF USE

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Introduction

These Terms of Use (this "Agreement") govern the terms and conditions for using HELP Worldwide, Inc. ("HELP") online services located at www.helpww.com and other HELP web/digital properties (the "Site"). If you disagree with these terms and conditions or any part of these terms and conditions, you should immediately discontinue all usage of the Site. This Site uses "cookies". By using this Site, you are consenting to our use of cookies in accordance with the terms of our privacy policy. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon posting on the Site. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement, as so modified. Thus, you should regularly check the Terms of Use for any updates. Except as provided in this paragraph, this Agreement may not be amended.

Description of Service

HELP provides a proprietary, reciprocal Loyalty Program which aids in creating loyal customers for participating merchants while at the same time supporting charities through an embedded giving program on consumer transactions (the "Service"). By shopping at the nationally recognized merchants displayed on the Site or in their neighborhoods, members have an opportunity to receive discounts, rebates, redeemable points and other rewards while giving back to qualified charities a percentage of every retail dollar they spend.

License to use Site

Unless otherwise stated, HELP, its affiliates, and/or its licensors own the intellectual property rights in the Site and material on the Site. Subject to the license below, all such intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the Site for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this Site (including republication on another Site);
- sell, rent or sub-license material from the Site;
- show any material from the Site in public;
- reproduce, duplicate, copy, or otherwise exploit material on this Site for a commercial purpose;
- edit or otherwise modify any material on the Site; or
- redistribute material from this Site (except for content specifically and expressly made available for redistribution or for which you have received express written approval)

Compliance with Laws and Acceptable Use

You must not use this Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity. You must not use this Site to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site without HELP's express written consent. You must not use this Site to transmit or send unsolicited commercial communications or anything else that violates any applicable local, state, national, or international law or regulation. You must not use this Site for any purposes related to marketing without HELP's express written consent.

Restricted Access

Access to certain areas of this Site may be restricted. HELP reserves the right to restrict access to specific areas of this Site, or indeed this entire Site, at HELP's discretion. If HELP provides you with a user ID and/or password to enable you to access restricted areas of this Site or other content or services, you must ensure that the user ID and password are kept confidential. HELP may disable your user ID and password in HELP's sole discretion without notice or explanation.

User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material, and audio-visual material) that you submit to this Site, for whatever purpose. You grant to HELP a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant to HELP the right to sub-license these rights, and the right to bring an action for infringement of these rights. Your user content must not be illegal or unlawful, must not infringe on any third party's legal rights, and must not be capable of giving rise to legal action whether against you or HELP or a third party (in each case under any applicable law). You must not submit any user content to the Site that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. HELP reserves the right to edit or remove any material submitted to this Site, or stored on HELP's servers, or hosted or published upon this Site. Notwithstanding HELP's rights under these terms and conditions in relation to user content, HELP does not undertake to monitor the submission of such content to, or the publication of such content on, this Site.

No Warranties

HELP PROVIDES THE SITE AND THE SERVICE ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HELP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY OR USE OF OR THE RESULTS FROM THE SITE, IN TERMS OF THE CORRECTNESS, ACCURACY, RELIABILITY OF ANY INFORMATION CONTAINED THEREIN, OR OTHERWISE. HELP SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THIS SITE OR THE SERVICE. HELP DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SITE, THE SERVICE AND ANY RELATED INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THEREFORE THE ABOVE PROVISIONS SHALL BE LIMITED TO THE MINIMUM DEGREE NECESSARY TO BE LEGAL IN SUCH JURISDICTIONS. NOTHING ON THIS SITE CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL, MEDICAL, OR OTHER MATTER, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

Limitations of Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HELP'S LIABILITY TO ANY USER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT EXCEEDING FIVE HUNDRED DOLLARS (\$500.00). HELP SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES OR ANY RELATED INFORMATION, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE THE ABOVE LIMITATIONS SHALL BE LIMITED TO THE MINIMUM DEGREE NECESSARY TO BE LEGAL IN SUCH JURISDICTIONS.

Indemnity

You agree to indemnify, defend and hold HELP, its parents, subsidiaries, affiliates, members, managers, officers, employees and agents, harmless from any claim or demand, loss, damage, costs, liabilities and expenses including reasonable attorneys' fees and costs, made by any third party due to or arising from your (or any other person accessing the Site through your computer or with your username and password) use of the Service, violation of this Agreement, infringement of any intellectual property or any other right of any person or entity.

Modifications and Interruption to Service

HELP reserves the right to modify or discontinue the Service with or without notice and without liability to you or any third party. You acknowledge and accept that HELP does not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interrupted, interfered with or adversely affected by numerous factors or circumstances outside of our reasonable control.

Disclaimer Regarding Third-Party Websites

The Site includes links to other websites that are owned and operated by third party online merchants and others. You acknowledge that we are not responsible for the availability of, or the content located on or through, or any goods or services offered for sale by, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of third-party sites is subject to the terms of use and privacy policies of each site. We encourage all our visitors and members to review all applicable terms and policies posted on such third-party sites. You further understand that any product specifications and other information on the Site that pertains to third party products and services have either been provided by such third parties or collected from publicly available sources. While Company makes every effort to ensure that the information on this Site is accurate, we make no representations or warranties as to the accuracy or reliability of any such information.

Copyright and Trademark Information

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Intellectual Property Infringement

HELP is committed to protecting its intellectual properties and it expects you to do the same. Any visitor or member submitting or otherwise utilizing copyrighted material is required to own the right, or to obtain the permission, to use such material. At HELP's discretion, we may terminate the accounts of members, or prevent access to the Service by any member who infringes the copyright or other intellectual property rights of others. If you believe that your copyright or other intellectual property has been copied, infringed upon, or otherwise misused in any way, please send an e-mail to info@helpww.com. We will use commercially reasonable efforts to promptly respond and resolve any problem or question.

Breaches of These Terms and Conditions

Without prejudice to HELP's other rights under these terms and conditions, if you breach these terms and conditions in any way, HELP may take such action as it deems appropriate to deal with the breach, including suspending your access to the Site, prohibiting you from accessing the Site, blocking computers using your IP address from accessing the Site, contacting your internet service provider to request that it blocks your access to the Site and/or bringing court proceedings against you.

Assignment

HELP may transfer, sub-contract, or otherwise deal with HELP's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. However, you may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability and Control

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect. In the event that any of the provisions in these Terms of Use are inconsistent with any other agreement(s) in place between you and us, then the terms of that other agreement shall control.

Governing Law and Jurisdiction

The Site is operated and provided in the State of California. As such, we are subject to the State laws of California, and such laws will govern this Agreement, without giving effect to any choice of law rules and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Los Angeles, County. We make no representation that the Site or the Service is appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of California.