

Terms of Use

The following terms of use (“Terms of Use” or “TOU”) apply to your use of iDentityShoppe.com (the “Web Site”), and the services provided through the Web Site (the “Services”) by iDentity Shoppe, LLC (“IDSHOPPE”).

Agreement and Acceptance of Conditions

By accessing, visiting, browsing, shopping on and/or using the Services provided through, registering or creating an account on, or otherwise using this Web Site, you agree to be bound by and accept the Terms of Use, Privacy Policy (posted separately), and all disclaimers, terms and conditions that appear elsewhere on the Web Site. If you do not agree to the Terms of Use, Privacy Policy, and all other disclaimers, terms and conditions that appear in this Web Site, then you should not use and/or immediately discontinue your use of this Web Site.

Users, Account Registration & Termination

IDSHOPPE provides a variety of online services, designed to help you develop an online brand and create and provide a relate client web site for you or your business (the “Services”). As outlined below, there are three ways that you can set-up an account with IDSHOPPE to obtain information and services.

1. **Contact List.** The Web Site allows you to sign up for sales, promotions, and special online events from IDSHOPPE by providing an email address. You are responsible for providing any updates or changes to the email address that you provide for this sign up account.

2. **Client Account.** You will be asked to register for a IDSHOPPE client account in order to purchase the Services. A parent or guardian may create an account for the benefit of a minor, but otherwise you may not create an account for anyone unless expressly authorized by IDSHOPPE. All information you provide to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. When you establish an account, (all account information collectively referred to herein as “IDSHOPPE ID”). You are solely responsible for maintaining the confidentiality of your password, and for any and all use of your account. You agree not to use the account, username, or password of another user at any time, nor to disclose your password to any third party. You agree you will not sell or otherwise transfer your membership or any membership rights. You agree to notify IDSHOPPE immediately if you suspect any unauthorized use of your account or access to your password. IDSHOPPE has the right to terminate your account for any reason at our sole discretion without notice and without liability.

3. **Affiliate Program Account.** As described in the Web Site at [Affiliate](#) page, IDSHOPPE also offers an affiliate program based on the terms set forth in the [Affiliate](#) Program Agreement. Similar to the Client Account, in order to apply for and participate in the Affiliate Program, you will be asked to create and register for an IDSHOPPE account. All information you provide to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. When you set up an account, you must also choose a

password (all account information collectively referred to herein as “IDSHOPPE ID”). You are solely responsible for maintaining the confidentiality of your password, and for any and all use of your account. You agree not to use the account, username, or password of another user at any time, nor to disclose your password to any third party. You agree you will not sell or otherwise transfer your membership or any membership rights. You agree to notify IDSHOPPE immediately if you suspect any unauthorized use of your account or access to your password. IDSHOPPE has the right to terminate your account for any reason at our sole discretion without notice and without liability.

Services

In addition to the terms, including pricing, set forth in the Web Site descriptions of the Services, as well as in these Terms of Use, the following provisions also apply to the Services identified below.

1. Web Site Design

a. **Description of Services.** The Services provided by IDSHOPPE for Web Site design are set forth at [Pricing](#) page, including a Basic iDShopper Web Site, as well as add-ons relating to lay-out and design (and related services), writing and coaching, and navigation and plugin add-ons. The add-ons can be selected from the menu selections available at [insert Payment page link]. These Web Site design Services, as selected by you, as referred to herein as the “Deliverables.” The add-ons are subject to the following additional restrictions:

i. In connection with the setup of an email account on your domain, we can provide two email add-ons, i.e., one for setting up an account on your domain host, and one for hosting their email account.

ii. Email services will be provided via [Google apps](#) as an add-on and are subject to the terms established by Google.

b. **Payment.** Payment for the Services is due at the time of Checkout on the Web Site. Any work that you wish IDSHOPPE to create which is not selected at the time of initial Checkout will be considered an additional Service. Such additional Service shall require a separate Checkout and payment separate from and above that specified in the initial Checkout.

c. **Client Responsibilities.** As a client, you acknowledge that you shall be responsible for performing the following in a reasonable and timely manner: (1) coordination of any decision-making with parties other than IDSHOPPE; (2) provision of any of your content ("Client Content") in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly agreed in a separate writing among the parties; and (3) final proofreading, and in the event that you have approved Deliverables, but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, you shall incur the cost of correcting such errors. In addition, you should be aware that failure to submit required information or materials may cause subsequent delays in the Web Site design process, and such delays could result in significant delays in delivery of the finished work and Deliverables.

d. **Expenses.** You agree to reimburse INDENTITYSHOPPE for any of the following expenses necessary in completion of the Deliverables: (e.g. Add-on's of any kind, Fonts, Themes, Research, Stock photography and / or Strategy Consultation).

e. **Assignment of Work.** IDSHOPPE reserves the right to assign designers and/or subcontractors to the Deliverables to ensure quality and completion.

f. Termination.

2. **Hosting and Maintenance**

a. **Description of Services.** The Services provided by IDSHOPPE for Web Site hosting and maintenance are set forth on [Pricing](#) page. These services are subject to the following additional provisions and restrictions:

i. As part of these Services, IDSHOPPE will provide dedicated or shared server computers with an Internet address for storage and access of the Web Site.

ii. In addition IDSHOPPE will back up the Web Site in a commercially reasonable manner. However, INDENTITYSHOPPE is not responsible for lost Client Content or Deliverables. Web Site backups will be stored by INDENTITYSHOPPE for no longer than 30 days, and we recommend that you provide your own back-ups as well.

iii. IDSHOPPE will provide, at your expense, an electronic copy of the backup Web Site to you upon written request by you. Backups are intended for disaster recovery, not the restoration of individual files.

iv. The yearly maintenance services described at [pricing](#) page are limited to keeping WordPress, Genesis, StudioPress and any plugins utilized on your site updated. Any additional maintenance will be invoiced at [pricing](#) page for an hourly rate under one-on-one customizations.

b. **Your Responsibility for Payments and Taxes.** Payment for the Services is due at the time of Checkout on the Web Site. The first year of hosting is included with all of our Web Site design work, but additional hosting and maintenance can be purchases on a yearly basis, as well as one-on-one customizations. Services begin upon our receipt of payment. We will not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from your Web Site, even if hosted by our server(s). You agree to take full responsibility for all taxes and fees of any nature associated with such products or services that you sell.

c. **Your Responsibility for Content Control and Our Remedies for Violation, including Termination.** You agree that you will only use our hardware and Services for lawful purposes and you will not store or provide any content or link to any material that violates foreign, federal, state or local law, these Terms of Service and any modifications thereof, or any other IDSHOPPE policy. Should we become aware that you have violated these restrictions on Content Control, we may, at our option, remove the content in violation, immediately terminate hosting your web site and/or notify authorities. Notice of termination may be sent by first class mail, email or telecopy. If hosting is terminated, we may, in its sole discretion, reinstate hosting upon adequate showing of your right to use the subject content.

d. **Standards.** Our web hosting Services will conform to the following:

i - **Availability of Web Site.** We will provide hosting services for the Web Site that meets reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.

ii- **Security.** We will take commercially reasonable steps to prevent unauthorized access to the Web Site, Client Content, and Client IP stored on the server computers.

iii - **Server/Network Computer Outages.** We will employ best efforts in providing advance notice to you of scheduled server computer/network outages.

iv – **Equipment Disclaimers.** We provide no equipment, software, or communication connections to you. We make no representations, warranties or assurances that the your equipment, software, and communication connections will be compatible with our hardware and service. In addition, connection speed represents the speed of an end-to-end connection, and we do not represent guarantees of speed or availability of end-to-end connections.

e. **Domain Name Ownership, Disputes and Use.** Any domain name registered on your behalf is your property. We claim no ownership over your domain names and will arrange for any billing of names registered by us on your behalf to be billed directly. In the event that IDSHOPPE is presented with information that your domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner, you Client agree to the following:

i. You agree to hold IDSHOPPE harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether domain name service hosting for your domain name is continued by us. In addition, you agree that should we discontinue name service for your domain upon notification of such dispute that IDSHOPPE will not be liable for an loss of business, interruption of business, loss of your domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if you have been advised of the possibility of such damages.

ii. You agree that IDSHOPPE has the right to discontinue name service in the event of such dispute over your domain name.

Proprietary Rights and Obligations Relating to Your Web Site

a. **Client Intellectual Property Rights, License and Warranty.**

IDSHOPPE acknowledges and agrees that, in connection with the Services we provide, all rights in and to the Client Content, including any related of your trademarks, data and business methods (collectively, "Client IP") remain your exclusive property; PROVIDED, HOWEVER, that you give IDSHOPPE a world-wide non-exclusive license to Client IP for the limited purpose of allowing us to perform our obligations to provide our Services and the Deliverables. In addition, you acknowledge and agree that IDSHOPPE may include your web site in our portfolio. Finally, you warrant and guarantee that any Client Content or Client IP furnished to IDSHOPPE for inclusion in your web site are owned by you, or that you have permission from the rightful owner to use any such Client Content or Client IP.

b. **IDSHOPPE Intellectual Property Rights and License.** You acknowledge and agree that all rights, including but not limited to any copyright interest, in and to the content provided by IDSHOPPE in its Template, Page, Font, Color, and Video Shoppes, exclusive of Client Content, belong exclusively to IDSHOPPE (collectively, "IDSHOPPE IP"). As part of the Deliverables, though, IDSHOPPE grants to you a worldwide, irrevocable, nonexclusive, royalty free, and fully paid-up license to the IDSHOPPE IP to use, copy, modify, and create derivative works for the sole purpose of developing and maintaining your Web Site. All rights not

expressly granted hereunder are reserved to IDSHOPPE. You shall include a copyright on your Web Site stating:

Web Site Design ©*year completed* iDentityShoppe LLC. Client proprietary materials remain the property of [insert your name].

Age and Residence Requirements; U.S. Jurisdiction

The Services are available to individuals age 13 and over. If you are between the ages of 13 and the age of majority where you live, you must review these Terms of Use with your parent or guardian to confirm that you and your parent or guardian understand and agree to it. You may register for an account regardless of where you live, but our sales are only available to residents of the United States. All financial transactions will be processed in U.S. dollars. However, the Services are not intended for distribution or use in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject IDSHOPPE to any registration requirement within such jurisdiction or country. By registering, you certify that you are not on any list of restricted persons with whom it is unlawful for a U.S. company to do business. IDSHOPPE operates the Services in the United States. IDSHOPPE makes no representations or warranties that the Services are appropriate for use or access in other locations. Anyone using or accessing the Services from other locations does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Services and/or the provision of any content, program, product, service or other feature to any person, geographic area, or jurisdiction, at any time and in our sole

discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.

IDSHOPPE's Ownership Rights in Its Own Website

a. **Copyright and Restrictions on Use of Web Site Content.** No part of this Web Site, or the content on the Web Site may be copied, reproduced, or translated in any form or medium without the prior written consent of IDSHOPPE. Although all content on our Web Site is public information, IDSHOPPE maintains and will defend copyright and trade dress interests in these pages.

1. If, in IDSHOPPE's sole and unreviewable discretion, written permission is granted to redistribute the material in its entirety, IDSHOPPE's copyright notice shall not be removed or altered. No portion of this Web Site, or its content, may be sold, either by itself or as part of a larger work, without the express written permission of IDSHOPPE.
2. If you have permission to reuse, republish or re-transmit Web Site content, the content of this Web Site should not be captured within frames or presented as your own. You should not link to individual graphics or tables within our Web Site pages, especially in an effort to place the downloading burden on our servers. Any use of the videos, photographs, text and/or any information on the Web Site requires attribution. You must attribute the work by placing a link on your web site that refers back to the original posting on the Web Site. In doing so, however, you may not suggest that IDSHOPPE endorses you or your use of IDSHOPPE's work.
3. For any reuse or distribution, you must make clear to others the license terms of IDSHOPPE's Web Site. The best way to do this is with a link back to this web page.
4. Subject to your compliance with these Terms of Use, IDSHOPPE grants you a limited, personal, non-exclusive, non-commercial, revocable and non-transferable license to view the IDSHOPPE Content. You may only use the Services for your own personal and business use. You agree not to view, copy, or procure content or information from the Services by automated means (such as

scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the IDSHOPPE Content (except as may be a result of standard search engine or Internet browser usage), unless formally authorized by IDSHOPPE under separate written agreement. As discussed above, no materials from the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without IDSHOPPE's prior written permission or as expressly provided in these Terms of Use. When you download or use the IDSHOPPE Content as authorized by these Terms of Use, you must: (a) keep intact all copyright and other proprietary notices; (b) make no modifications to the IDSHOPPE Content; and (c) not copy or adapt any object code associated with the Services or reverse engineer, modify or attempt to discover any source code associated with the Services, nor allow or assist any third party (whether or not for your benefit) to do so. All rights not expressly granted herein are reserved.

5. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Web Site (including content, advertisements, software and your IDSHOPPE ID).

b. **IDSHOPPE's Proprietary Rights.** You acknowledge and agree that the Web Site and any necessary software used in connection with the Web Site ("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 advertisements or information presented to you through the Web Site or by advertisers is protected by copyrights, trademarks, service marks, trade dress, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by IDSHOPPE or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Web Site, such Content or the Software, in whole or in part.

c. **Trademark Information.** You agree that all of IDSHOPPE's trademarks, trade names, service marks and other IDSHOPPE logos and brand features, and product and service names are trademarks and the property of IDSHOPPE (the "IDSHOPPE Marks"). Without IDSHOPPE's prior permission, you agree not to display or use in any manner the IDSHOPPE Marks.

d. **Contributions to IDSHOPPE.** By submitting ideas, suggestions, documents, responses to questions and/or proposals ("Contributions") to IDSHOPPE through its suggestion or feedback webpages, you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information; (ii) IDSHOPPE is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) IDSHOPPE shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (iv) IDSHOPPE may have something similar to the Contributions already under consideration or in development; (v) your Contributions automatically become the property of IDSHOPPE without any obligation of IDSHOPPE to you; and (vi) you are not entitled to any compensation or reimbursement of any kind from IDSHOPPE under any circumstances.

e. **Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement.** IDSHOPPE respects the intellectual property of others, and we ask our users to do the same. IDSHOPPE may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide IDSHOPPE's Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

IDSHOPPE's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

iDentityShoppe, LLC
149 Druid Drive
Pittsburgh, PA 15317

By email: Support@iDentityShoppe.com

Security

Users of this Web Site and the Services are prohibited from violating or attempting to violate the security of this Web Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account that the user is not authorized to access; (b) using this Web Site for unintended purposes or trying to change the behavior of the Web Site; (c) attempting to probe, scan or test

the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Web Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;"; (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (g) forging communications on behalf of this Web Site (impersonating this Web Site) or to this Web Site (impersonating as a legitimate user). Sending unsolicited and unauthorized e-mail on behalf of IDSHOPPE, including promotions and/or advertising of products or services, is expressly prohibited. Violations of system or network security may result in civil or criminal liability.

You agree not to use any device, software or routine or data to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this Web Site. You agree, further, not to use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents provided by IDSHOPPE or generally publicly available browsers.

Dealing with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Web Site, 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 such advertiser. You agree that IDSHOPPE 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 Web Site.

Links

The Web Site may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that IDSHOPPE 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 IDSHOPPE 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.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE IDSHOPPE'S WEB SITE AND SERVICES ARE AT YOUR SOLE RISK. THE WEB SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IDSHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. IDSHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE WEB SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE WEB SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE OR SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEB SITE OR SERVICES WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB SITE OR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IDSHOPPE OR THROUGH OR FROM THE WEB SITE OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

Limitation of Liability

a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IDSHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY

DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE IDSHOPPE WEB SITE OR SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE IDSHOPPE WEB SITE OR SERVICES, INCLUDING ANY LOSS THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, SERVICE DELAYS OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONAL FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IDSHOPPE'S RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT ON IDSHOPPE'S SERVER(S) AND PROVIDED THROUGH THE RELATED WEB SITE AND SERVICES.

b. NOTWITHSTANDING THE ABOVE, YOUR EXCLUSIVE REMEDIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTIONS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT WHICH YOU PAID TO IDSHOPPE DURING THE TERM OF USE OF THE APPLICABLE SERVICES.. IDSHOPPE EXPRESSLY LIMITS ITS DAMAGES TO YOU FOR ANY NON-ACCESSIBILITY TIME OR OTHER DOWN TIME TO THE PRO-RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY.

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 MAY NOT APPLY TO YOU.

Indemnity

You agree that you shall defend, indemnify, save and hold IDSHOPPE and its subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against IDSHOPPE, and its subsidiaries, affiliates, officers, employees, agents, partners and licensors, that may arise or result from your use of, and provision of content to, the IDSHOPPE web site and Services, as well as from your violation of any provision of these terms of use or any other policy of IDSHOPPE, including without limitation:

- a. any injury to person or property caused by any products sold or otherwise distributed in connection with IDSHOPPE's server(s) and/or related Services;
- b. any content supplied by client infringing or allegedly infringing on the copyrights or other proprietary rights of a third party; or
- c. any defective product which you sold through a web site designed and/or hosted by IDSHOPPE.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. IDSHOPPE, in its sole discretion, may also stop providing Services to you, or add or create new limits to our Services at any time. Users and/or Registered Membership Account Holders and Affiliate are subject to the provisions of these Terms of Use, and, as set forth above in the Section captioned “**Your Responsibility for Content Control and Our Remedies for Violation, including Termination**”, failure to follow the Terms of Use and other IDSHOPPE policies is cause for termination. In addition, in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, IDSHOPPE has adopted a policy of terminating, in appropriate circumstances and at IDSHOPPE's sole discretion, account holders who are deemed to be repeat infringers. IDSHOPPE may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If, at the time of termination, you have any orders pending with IDSHOPPE or third party vendors through the Web Site, you remain liable for such orders after termination.

Social Media Disclaimer

Social platforms change their user interface frequently which is not in our control. At IDSHOPPE we make every attempt to keep our content as "up-to-date" as possible. The content will be accurate, but the images and instruction steps in the IDSHOPPE modules may vary from what you see in your own current account. Please notify us (support@IDShoPPE.com) if you find any changes on the social media platform you are reading about in any IDSHOPPE module or modules. We can make

quick (under 30 minutes) under your maintenance agreement up to twice per year and more elaborate ones via the one-on-one customizations order on the [pricing](#) page.

Applicable Law

The Web Site is created, operated and controlled by IDSHOPPE in the Commonwealth of Pennsylvania, United States of America. By using the Web Site, you agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, performance, and enforcement of these Terms of Use and any dispute of any sort that might arise between you and IDSHOPPE, without giving effect to any conflict of laws, principles or any other rule or regulation that would result in the application of any other state's law.

Jurisdiction and Venue of Disputes

Any dispute relating in any way to your visit to the Web Site or to products or services sold or distributed by IDSHOPPE or through the Web Site shall be adjudicated exclusively in any state or federal court in Allegheny County, Pennsylvania, and you consent to exclusive jurisdiction and venue of such courts.

Site Policies, Modification, And Severability

Please review our other policies, such as our Privacy Policy, posted on the Web Site. These policies also govern your visit to the Web Site.

We reserve the right to make changes to the Web Site, these Terms of Use, the Privacy Policy, and other site policies at any time. Each time you use the Web Site, you should visit and review the then current Terms of Use, Privacy Policy and other

site policies that apply to your use of the Web Site and any transactions made while on the Web Site.

If any term, clause or provision of these Terms of Use shall be determined by a court of competent jurisdiction to be void, invalid or unenforceable under applicable law or for any other reason, then only that term, clause or provision as is determined to be void, invalid or unenforceable shall be stricken from these Terms of Use or modified to make it no longer void, invalid or unenforceable. Further, such void, invalid or unenforceable term, clause or provision shall not affect the enforceability of the other terms, clauses or provisions of these Terms of Use, and these Terms of Use shall remain in full force and effect in all other respects.

Owner and Operator

IDSHOPPE is the owner and operator of this Web Site. References to IDSHOPPE herein refer to iDentity Shoppe, LLC.

The on-line address for this Web Site is iDentityShoppe.com. You may contact IDSHOPPE by submitting an e-mail to support@iDentityShoppe.com.

Independent Parties.

You and IDSHOPPE are independent parties and nothing in these Terms of Use shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this agreement.

Notice

IDSHOPPE may, at its discretion, provide you with notices, including those regarding changes to the TOU, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Web Site, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOU by accessing the Web Site in an unauthorized manner. Your agreement to this TOU constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Web Site in an authorized manner.