

## Terms of Service

All content copyright 2017 LocalLocal.com.

### LOCALLOCAL SERVICE AGREEMENT

**WELCOME TO LOCALLOCAL™. PLEASE READ THE FOLLOWING AGREEMENT AND DISCLAIMER CAREFULLY BEFORE USING LOCALLOCAL.** This Agreement ("Agreement") between you and LocalLocal states the terms and conditions under which you may use LocalLocal's website or mobile application ("Site"). By accessing or using the Site, you are agreeing to this Agreement and concluding a legally binding contract with LocalLocal LLC, a Texas LLC headquartered in Houston, Texas ("LocalLocal").

These Terms also govern the LocalLocal Loyalty Program and your participation in the LocalLocal Loyalty Program. By enrolling in the LocalLocal Loyalty Program you acknowledge that you have read, understood, and agree to be bound by the following Terms.

We may modify this Agreement at any time without notice to you by posting revised Terms on our Site. Your use of our sites constitutes your binding acceptance of this Agreement, including any modifications that we make. Do not access or use the Site if you are unwilling or unable to be bound by this Agreement.

If you have any questions about this Agreement or about LocalLocal please access our Site's About Us section or send us an email at [info@LocalLocal.com](mailto:info@LocalLocal.com).

### Definitions

**A. Parties.** "You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, or in any way uses the Site. "We," "us," and "our" refer to LocalLocal.

**B. Content.** "Content" means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as reviews and information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site. "LocalLocal Content" means Content that we create and make available in connection with the Site. "Third Party Content" means Content that originates from parties other than LocalLocal or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and LocalLocal Content.

**C. Loyalty Program.** The LocalLocal Loyalty Program ("Loyalty Program") is a coalition loyalty program that uses philanthropy as a motivator. The Loyalty Program allows registered end-users ("you" or the "Member") to raise funds ("funds") when you shop and dine at participating businesses (the "Merchants") that will be donated to participating non-profit beneficiaries (the "beneficiaries"). A "Qualified Purchase" is a purchase from a participating merchant using your registered card in accordance with the these Terms.

## License and Proprietary Rights

**Copyright and Ownership.** All Site Content, design, text, graphics, and interfaces; and all software are the property of, or duly licensed to, LocalLocal. Any use of materials on this Site, including modification, distribution, or reproduction, without the prior written permission of LocalLocal, is strictly prohibited. You acknowledge that LocalLocal and/or third-party content providers remain the owners of such material.

**Trademarks.** "LocalLocal™", "Local Food. Local Flavor™.", and all LocalLocal logos, titles, characters, names, graphics, and button icons are service marks, trademarks, and/or trade dress of LocalLocal or otherwise proprietary to LocalLocal and may not be used by you for any reason other than as expressly permitted by this Agreement. All other trademarks, service marks, product names, and company names or logos appearing in the LocalLocal Service and on the Site are the property of their respective owners and you do not acquire any ownership rights in such marks, logos, or names by using this Site.

## Acceptable Use Policy

**Eligibility & Permission.** To access or use the Site, you must be 13 years or older and have the requisite power and authority to enter into this Agreement. We grant you permission to use the Site subject to the restrictions in this Agreement. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Unauthorized access to our sites is a breach of this Agreement and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided by LocalLocal for use in accessing the Site. Nothing contained in this Agreement shall limit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site. By registering for or interacting with the site you represent that you have read and accepted the terms of the privacy policy.

**User Account.** You must create a user account and provide certain information about yourself in order to use some of the features that are offered through the Site. You agree and accept responsibility for keeping all your account information current, including name, e-mail address, and other account information. In creating it, we ask that you provide accurate information about yourself. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of LocalLocal. We reserve the right to close your account at any time for any or no reason.

In order to use the Loyalty Program, you must have a LocalLocal account in good standing and you must enroll a valid, eligible credit or debit card by submitting your card information that LocalLocal requests. You agree that the information you provide to LocalLocal on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times and you represent and warrant that you are authorized to use the payment card that you submitted.

**Our Right to Use Your Content.** We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us

world-wide, perpetual, non-exclusive, royalty-free, assignable, transferable rights to use Your Content for any purpose.

**Restrictions.** You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in or otherwise transfer any right to the technology or software underlying our Site. You agree not to modify the software underlying our sites in any manner or form, or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our sites.

Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others
2. Publish, post, upload, email, distribute or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful content
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment
4. Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters
6. Download any file that you know or reasonably should know, cannot be legally obtained in such manner
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material
8. Collect or store personal information about other end users
9. Interfere with or disrupt our sites, servers or networks
10. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity
11. Forge headers, manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites, or to manipulate your presence on our sites
12. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure
13. Engage in any illegal activities

#### Qualified Purchases for Loyalty Program.

1. To accrue and accumulate funds you must register for the Loyalty Program and make a purchase with your registered credit or debit card from a Merchant in our network (the "Merchant Network") (a "Qualified Purchase").
2. Purchases prior to your registration with us shall not be Qualified Purchases.
3. Purchases made through a third party and not directly from a Merchant currently in our Merchant Network at time of purchase shall not be Qualified Purchases.

4. If your credit or debit card is declined for a purchase, if your item is returned, or if a refund or chargeback is awarded for the goods you purchased, your purchase will not be deemed completed and no funds shall accrue as a result of such purchase.
5. Merchants may join or leave the Loyalty Program without notice. A Merchant must be currently in our Merchant Network at the time of a purchase for it to be a Qualified Purchase.
6. Not all transactions can be monitored by the applicable Payment Card Network. If you register a debit card, your transaction must be processed as a 'credit' (i.e. signature) transaction to make sure the transaction can be monitored.

[LocalLocal and Empyr](#). LocalLocal has partnered with Empyr to provide transaction matching services through Empyr's relationships with Visa, Mastercard and Amex. This partnership enables LocalLocal to receive accurate reporting of transactions initiated by registered LocalLocal users at participating LocalLocal merchants using their registered cards and thereby raise funds to be donated to our beneficiaries.

[User Data](#). LocalLocal complies with all applicable state and federal laws and rules in connection with collection, security and dissemination of any personal data relating to contact information and financial, card, or transaction information ("User Data"). LocalLocal warrants that, when applicable, it is at all times compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS). Further, LocalLocal uses only PCI-compliant service providers in connection with the storage and transmission of Card Data. Should LocalLocal in its sole discretion deem it necessary, we may transfer User Data between PCI-compliant service providers.

LocalLocal takes every precaution to secure and protect User Data, including the utilization of SSL encryption and storing User Data solely with PCI-Compliant service providers. By using the Services, you authorize LocalLocal and its service providers to capture your User Data, and use your User Data to track and view transactions you've made with LocalLocal's participating merchants as described in the LocalLocal Privacy Policy. You agree that LocalLocal may receive details about your transactions with participating merchants.

LocalLocal values the security of User Data and does not sell personally identifiable User Data to third parties. However, in providing the Services, LocalLocal must necessarily capture and share some User Data with approved service providers and with payment card networks. By enrolling in the Loyalty Program, you authorize the sharing, exchange and processing of your transactions and transaction history between LocalLocal and LocalLocal's approved service providers, payment card networks, participating merchants in the Merchant Network and the payment processor, as described in the LocalLocal Privacy Policy.

#### [Use of Enrolled Cards and Transaction Information](#)

- a) By registering a payment card in connection with transaction monitoring, you authorize LocalLocal to share your payment information with LocalLocal's Third Party Service Providers (including Empyr, Inc.) and Payment Card Network (e.g., Visa, MasterCard, American Express). You authorize Payment Card Network to monitor transactions on your registered card(s) to identify Qualifying Purchases in order to determine whether you have made a qualified purchase, and for Payment Card Network to share such transaction details with Empyr and for Empyr to share such transaction details with LocalLocal. You may opt-out of transaction

monitoring on the payment card(s) you have registered by removing your card from your profile [here](#). You agree that LocalLocal and its Third Party Service Providers may view your transactions made by you with participating merchants.

- i. "Third Party Service Providers" means third parties, including Empyr, Inc. ("Empyr") that enable us to provide the Loyalty Program. We use Empyr as our service provider to help us operate the Loyalty Program. Your payment cards may only be enrolled in one program operated by Empyr. If you have already activated a payment card with a separate program operated by Empyr, you will be unable to activate that payment card in both the Loyalty Program and the other program. You may use another payment card with the Loyalty Program or deactivate your card with the other program.
- b) LocalLocal and its Third Party Service Providers will generally use transaction information as follows:
- i. Use your transaction data to confirm a Qualifying Purchase or return to match transactions to confirm whether you qualify for a statement credit or an Offer
  - ii. May share transaction data with the participating merchant where a transaction occurred as needed for the merchant to confirm a specific transaction occurred or points should be awarded; for example, the date and amount of your purchase and the last 4 digits of your card number so the merchant can verify your purchase with its records if there is a missing or disputed transaction
  - iii. May provide participating merchants or Third Party Service Providers aggregated and anonymized information relating specifically to registered card activity solely to allow participating merchants and Third Party Service Providers to assess the results of their campaign
  - iv. Create a record of the transaction data and thereafter maintain and use data in connection with operating the Loyalty Program
  - v. Conducting analysis for the improvement and optimization of the Loyalty Program
  - vi. May provide information in order to respond to a request from government authority or a payment organization involved in a transaction with you or a merchant
- c) You authorize the sharing, exchange and use of transaction data described above and herein by and among LocalLocal, LocalLocal and Empyr's Third Party Service Providers, applicable Payment Card Networks and applicable Merchants.

[Special Notes for Visa, MasterCard and American Express Cardholders](#). Not all Visa, MasterCard and American Express cards are eligible for registration and not all transactions with your registered Visa, MasterCard and American Express card are tracked by Visa, MasterCard and American Express. Without limitation, Visa, MasterCard and American Express Corporate cards, Visa, MasterCard and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA) or insurance prepaid cards, Visa Buxx, and Visa-branded cards whose transactions are not processed through the Visa U.S.A payment system, MasterCard payment system and/or American Express payment system are not eligible to participate. Do not use a Personal Identification Number (PIN) when paying for your purchases with your Card if you want the transaction to be eligible for rewards or offer completion.

## LocalLocal Business Accounts

Authorized representatives of businesses can manage content on the profile page of their business by registering or claiming their listing in our Site. As part of the application to become listed in our directory we will capture information about your company. This includes your contact information as well as the answers to the questions that we ask as part of the application process. Administrators of Business Accounts (“Admins”) agree and accept responsibility for keeping all information current, including address and contact information, growing practices, 3<sup>rd</sup> Party Certifications, Sourcing Relationships, and other content listed on the business profile. Admins agree that you will not provide fraudulent information, or otherwise misrepresent the business.

**Commitment to Local Sourcing.** Inclusion in the LocalLocal directory is reserved for businesses committed to sourcing food and ingredients locally, as close to the point of sale as logistically and economically feasible. Admins of LocalLocal Business Accounts pledge on behalf of the business they represent a commitment to a local sourcing strategy. Suppliers listed shall be the primary, ongoing supplier of the ingredient specified. Further, businesses consent to on-site auditing by LocalLocal representatives in order to confirm the accuracy of information listed on the business profile of the Site.

## Warranty Disclaimer; Limitation of Liability; Indemnification

YOU EXPRESSLY AGREE THAT USE OF THE LOCALLOCAL SITE, AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. LOCALLOCAL AND ITS CONTENT IS PROVIDED ON AN "AS IS," BASIS WITH RESPECT TO ANY INFORMATION PROVIDED THROUGH OR IN CONNECTION WITH LOCALLOCAL.

**Indemnification.** You agree to defend, indemnify, and hold LocalLocal, Third Party Service Providers, and the Payment Card Networks harmless from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, and expenses, including attorney's fees and costs, arising in connection with a violation of this Agreement by you or through use of your account.

We do not guarantee the accuracy, integrity or quality of the Site Content. Without limitation, we are not responsible for User Content. The information and materials posted on this Site may contain errors, omissions, or typographical errors or may be out of date. The information and materials posted on this Site are provided for informational purposes only and are not binding on LocalLocal in any way. LocalLocal may change, delete, or update any posted information or materials at any time and without prior notice.

**Third Party Sites.** Our Site contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third party content or a link to a third party site is not an endorsement of that content or third party site.

Your correspondence or related activities with third parties, including payment transactions and goods delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints or claims related to any product or service should be directed to the appropriate vendor.

## Miscellaneous

**Termination.** You agree that LocalLocal, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with LocalLocal or use of the Loyalty Program and remove and discard all or any part of your account or any content uploaded by you, at any time. LocalLocal may also in its sole discretion and at any time discontinue providing access to the Loyalty Program, or any part thereof, with or without notice. You agree that any termination of your access to the Loyalty Program or any account you may have or portion thereof may be affected without prior notice, and you agree that LocalLocal will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Loyalty Program may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies LocalLocal may have at law or in equity. Sections that by their terms apply after it ends will survive any termination or cancellation of these Terms.

**Entire Agreement.** This Agreement is your entire agreement with LocalLocal regarding the use of the Site. You agree that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than you and LocalLocal. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws rules. You expressly agree that exclusive jurisdiction for any claim or dispute with LocalLocal or relating in any way to your use of the Site resides in the federal and state courts of Texas. Any cause of action by you must be instituted within one year after the claim or cause of action has arisen, or be barred.

**Laws and Jurisdiction.** These Terms shall be governed in all respects by the laws of the State of Texas as they apply to agreements entered into and without regard to conflict of law provisions. You agree that any claim or dispute you may have against LocalLocal must be resolved by a court located in Texas unless agreed in writing otherwise by the parties. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be reformed to the minimum extent necessary to make it valid and enforceable, or, if not capable of reformation, will be deemed severable from these Terms, and will not affect the validity and enforceability of any remaining provisions. The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, including by operation of law or otherwise, but may be assigned by LocalLocal without restriction.

**The most current version of this Agreement will be located here.** You understand and agree that your access to or use of the Site is governed by this Agreement effective at the time of your access to or use of the Site. You should revisit this Agreement on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after the effective date of modifications to this Agreement indicates your acceptance of the modifications.

Last Updated on March 8, 2017. This Agreement and conditions are effective immediately for those registering accounts after that date.