

## ShopsQA Terms & Conditions

### ShopsQA Acceptable Use Policy Agreement (SAUPA)

**Service:** The ShopsQA Service and Content ("Service") is a business directory facility hosted by WebQA, Inc. and its associates including, but not limited to, its officers, employees, representatives, affiliates, partners, resellers and agents ("WebQA") that provides city residents with a manner to view information about businesses and interact with businesses. This service may also include advertising. If You elect to use and participate in the Services, you agree to all of the terms, conditions and provisions of this Use Agreement and to such further terms, conditions, rules, and provisions regarding the Service as WebQA may hereafter adopt.

You, the user of the Service, are referred to herein as "You," "Your," "Yourself," and "user." **Your access to and use of the Service is subject to the terms of this ShopsQA Acceptable Use Policy Agreement ("SAUPA") and is completely at the sole discretion WebQA. Your use of the Service constitutes acceptance of this SAUPA.** Your access to and/or use of the Service may be blocked, suspended, disrupted, or terminated at any time for any reason or for no reason including, but not limited to, violation of this SAUPA, actions that may lead to liability for WebQA (and/or its officers, employees, representatives, affiliates, partners, resellers and agents) or disruption of access to other users or networks, and violation of applicable laws or regulations. WebQA may revise this SAUPA at any time. You must accept this SAUPA each time You use the Service and it is Your responsibility to review it for any changes each time. For purposes of this SAUPA, WebQA and You are sometimes each referred to as a "party" and collectively referred to as the "parties."

**WARNING:** This Service and its use by You is at Your own risk. WebQA cannot and does not guarantee the privacy of Your data and communication while using the Service. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By using this service, You acknowledge and knowingly accept the serious risks of accessing the Internet. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect Yourself on this open network, consult a security professional. You acknowledge and agree that YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

**Acceptable Use of the Service.** Your access to the Service is conditioned on legal and appropriate use of the Service. This SAUPA and Your access to and/or use of the Service is subject to all applicable laws, statutes, constitutional provisions, ordinances, rules, regulations, charters, standards, directives, policies, codes, and orders of all federal, state and local governmental entities, agencies, councils, boards, commissions and other authorities, now in effect or hereafter promulgated, and all judicial interpretations of the foregoing. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law, rule or regulation, nor the rights of WebQA, or its officers, employees, representatives, agents, partners or any third party.

You understand and agree that all information, data, text, photographs, graphics, comments, messages, tags or other materials Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. As such, you, and not WebQA, are entirely responsible for all Content you upload, post, email, transmit or otherwise make available via the Service – including this Content's accuracy, integrity or quality. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. WebQA reserves the right to remove any content deemed inappropriate by site administrator.

WebQA also reserves the right to terminate Your use of the Service at any time for any reason. In addition and specifically and without limiting any other provision of this SAUPA, Your use of the Service for the following activities is prohibited, and access or use may be terminated at any time for the following reasons:

1. Spamming and Invasion of Privacy. Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
2. Intellectual Property Right Violations. Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
3. Obscene or Indecent Speech or Materials. Using WebQA's Service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials.
4. Defamatory or Abusive Language. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
5. Forging of Headers. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. Hacking. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to WebQA or any party or individual, or attempting to penetrate security measures of WebQA's or another's system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
7. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities. Distributing information regarding the creation of and/or sending Internet viruses, worms, Trojan Horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
8. Facilitating a Violation of this SAUPA. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this SAUPA, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.
9. Export Control Violations. The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.
10. Other Illegal Activities. Using the Service in violation of applicable law, rule or regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, identity theft, pirating software, or making fraudulent offers to sell or buy products, items, or services.
11. Resale. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

**Violations of the SAUPA.** In addition to terminating Your access to the Service, WebQA expressly reserves the right to take any other appropriate action against You or any other party for violating this SAUPA. WebQA requests that anyone who believes that there is a violation of the SAUPA direct the information to: ShopQA Security, WebQA, Inc., 900 S. Frontage Rd, Suite 110 Woodridge, IL 60517 (630) 985-1300 x201

**DMCA Policy.** WebQA has adopted and implemented the following policy in compliance with the Digital Millennium Copyright Act of 1998 ("DMCA"), and hereby notifies You and all third parties of same: Anyone who believes that the Service has been used to infringe or otherwise violate their or a third party's copyrights should immediately direct all information regarding such alleged infringement or violation to WebQA in writing at sales@webqa.net Upon receiving any such notice, WebQA will take such action as determined by WebQA, in its sole discretion, to be appropriate in the circumstances. Such action may include, but is not limited to, permanently terminating Your or any third party's access to the Service.

**Disclaimer.** You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available or encountered through the Service; (iii) that WebQA does not guarantee the security of the Service and that unauthorized third parties may access Your computer or files or otherwise monitor Your connection; (iv) that WebQA's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY WEBQA, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

**No Damages.** UNDER NO CIRCUMSTANCES WILL WEBQA OR ITS RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, PARTNERS, RESELLERS AND AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS IN CONNECTION WITH THE SERVICE BY YOU OR ANY OTHER PARTY (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IF, FOR ANY REASON, THE ABOVE RELEASE FROM DAMAGES PROVISIONS ARE FOUND VOID OR OTHERWISE UNENFORCEABLE IN WHOLE OR IN PART, IN NO EVENT WILL THE AGGREGATE LIABILITY THAT WEBQA MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW REQUIRES LIABILITY UNDER BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

**Indemnity.** In consideration of the privilege of using the Service, You shall DEFEND, INDEMNIFY AND HOLD HARMLESS WebQA and the officers, employees, representatives, agents, and partners of WebQA, individually or collectively, in both their official and private capacities (WebQA, the officers, employees, representatives, and volunteers of WebQA each being a "WebQA Person" and collectively the "WebQA Persons"), from and against any and all claims, actions, proceedings, causes of action, demands, losses, harm, damages, penalties, fines, liabilities, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs) of any kind and nature whatsoever made upon, incurred by, suffered by, or asserted against any WebQA Person, whether directly or indirectly (collectively for purposes of this Section, "Damages"), that result from, relate to, or arise out of, in whole or in part, (i) the use of the Services by You or by any of Your officers, employees, representatives, agents, contractors or patrons, and/or (ii) any act or omission by You, or any of Your officers, employees, representatives, agents, contractors or patrons, in connection with this SAUPA or use of the Services. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF WEBQA, OR ANY WEBQA PERSON, OR BY ANY ACT OR OMISSION BY WEBQA OR ANY WEBQA PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

You shall promptly advise WebQA in writing of any claim or demand against WebQA, any WebQA Person, or You related to or arising out of this SAUPA or Your use of the Services, and shall see to the investigation and defense of such claim or demand at Your sole cost and expense. The WebQA Persons, shall have the right, at the WebQA Persons' option and at their own expense, to participate in such defense without relieving You of any of Your obligations hereunder.

**Release.** In consideration of the privilege of using the Service, You hereby agree to and do RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE WebQA and all other WebQA Persons from, and do COVENANT NOT TO SUE WebQA or any other WebQA Person for, any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for, related to, or arising out of the Services or the provision thereof, (collectively, "Claims"), which You may sustain or suffer in connection with or related to Your use or and/or participation in the Services, INCLUDING, WIHTOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OF WEBQA OR ANY OTHER WEBQA PERSON, OR CONDUCT BY WEBQA OR ANY OTHER WEBQA PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

**Governing Law and Venue.** This SAUPA shall be governed, interpreted and construed according to the laws of the State of Illinois, without regard to conflicts of law of any jurisdiction. Exclusive venue for any legal action by any party to this SAUPA to interpret, construe or enforce this SAUPA shall be in a court of competent jurisdiction in and for DuPage County, Illinois, and You hereby agree to the personal jurisdiction of any such court.

**Attorney's Fees.** In the event of any legal action to enforce the terms of this SAUPA, if WebQA is the prevailing party, You shall pay all of WebQA's costs associated with such legal action, including without limitation court costs and attorney fees. Otherwise, each party shall bear its own costs, including without limitation attorney's fees and court costs.

**Interpretation; No Modification; Entire Agreement; Survival; Other Matters.** This SAUPA shall not be construed as creating a partnership, joint venture, joint enterprise, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this SAUPA will not be effective unless in writing and signed by the party against whom enforcement is sought. WebQA's performance of this SAUPA is subject to existing laws and legal process, and nothing contained in this SAUPA shall waive or impede WebQA's right to comply with law enforcement requests or requirements relating to Your use of this Service or information provided to or gathered by WebQA with respect to such use. This SAUPA constitutes the complete and entire statement of all terms, conditions and representations of the agreement between You and WebQA with respect to its subject matter and supersedes all prior writings or understanding. For purposes of this SAUPA, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded. Your duties and obligations set forth in this SAUPA shall survive the completion and/or termination of Your use of the Service.

**No Third Party Beneficiaries.** This SAUPA is not intended to and shall not be construed to provide any rights, remedies or benefits to or for any person or entity not a Party to this SAUPA.

**Severability.** If any provision of this SAUPA is held invalid, unenforceable or void, the remainder of the SAUPA shall not be affected thereby and shall continue in full force and effect.

## ShopsQA Privacy Policy

**Service:** The ShopsQA Service and Content ("Service") is a business directory facility hosted by WebQA and its associates including, but not limited to, its officers, employees, representatives, affiliates, partners, resellers and agents ("WebQA") that provides city residents with a manner to view information about businesses and interact with businesses. If You elect to use and participate in the Services, you agree to all of the terms, conditions and provisions of this ShopsQA Acceptable Use Policy Agreement (SAUPA) and to such further terms, conditions, rules, and provisions regarding the Service as WebQA may hereafter adopt.

**Information Collected and Purpose:** To customize the content you see or to fulfill a request you make, the Service may record your IP address, ask your web browser to store a "cookie," and/or capture your personal contact information or messages. These techniques are used solely to help fulfill network communications associated with the Service.

- For Business owners, we will not store sensitive data about users nor sell or rent your personally identifiable information to anyone. WebQA reserves the right to review information presented on the site. All information is private and will not be shared unless WebQA is required to do so by law.
- For Residents, we may collect your email, cell phone number and other identification information for the pure purpose of giving that information to the business you are interested in so that they can communicate with you. Otherwise, we will not sell or rent your personally identifiable information to anyone. All information is private and will not be shared unless WebQA is required to do so by law.

**Term and Contact:** From time-to-time, WebQA may modify the terms of this privacy policy and terms and conditions for the Service. WebQA can be reached via telephone at (630) 985-1300 or at sales@webqa.net