

NOTE: January 27, 2011: AdPerk.com Terms and Conditions are currently being revised and will be updated shortly. Please check back soon.

AdPerk™ Terms of Service

AdPerk.com Website and Platform

AdPerk™ and AdPerk.com™ are owned and operated by, and are wholly owned trademarks of, Reduce My Fee, LLC. References herein to "AdPerk" whether or not a trademark is denoted, shall not limit or preclude actual trademark of that name, which is hereby claimed, and shall be construed also to mean the corporate entity Reduce My Fee, LLC. AdPerk is a legal entity separate and distinct from any Publisher or Advertiser, as those terms are defined below.

1. Your Acceptance

By using or visiting this Website, www.adperk.com ("AdPerk" or the "AdPerk Website"), including all content available from or through AdPerk, You (defined below) signify Your (defined below) assent to these terms of service (the "Terms of Service") and the AdPerk Privacy Policy, which is incorporated herein by reference. If you do not agree to any of these terms or those in the AdPerk Privacy Policy, please do not use the AdPerk Website.

2. AdPerk Website

These Terms of Service apply to all users of the AdPerk Website, including users who are also AdPerk advertisers, which means companies or entities, including advertising agencies, that have placed Ads (defined below) to be viewed in connection with the AdPerk Website ("Advertisers") and AdPerk publishers (Websites offering, sponsoring or hosting the AdPerk™ platform or offers) ("Publishers"). Users, Advertisers and Publishers, either together or respectively, may be referred to herein as "You" or "Your" to the extent such reference is applicable in context. The AdPerk Website may contain links to third-party Websites that are not owned or controlled by AdPerk. AdPerk has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party Websites. In addition, AdPerk will not and cannot censor or edit the content of any third-party Website. By using the AdPerk Website, You expressly relieve AdPerk from any and all liability arising from Your use of any third-party Website. Accordingly, we encourage You to be aware when You leave the AdPerk Website and to read the terms and conditions and privacy policy of each other Website that You visit.

3. AdPerk Website Access

- A. AdPerk hereby grants You permission to use the AdPerk Website as set forth in these Terms of Service, provided that: (i) if You are an individual, Your use of the AdPerk Website as permitted is solely for Your personal, noncommercial use; (ii) if You are or represent an Advertiser or Publisher, you must comply with the terms of Your agreement(s) with AdPerk; (iii) except in the manner You may be expressly offered or invited in the course of using the AdPerk Website, You will not copy or distribute any part of the AdPerk Website, including videos that appear on or in connection with the AdPerk Website, in any medium without prior written authorization from AdPerk; (iv) You will not alter or modify any part of the AdPerk Website other than as may be reasonably necessary to use the AdPerk Website for its intended purpose; and (v) You will otherwise accept in their entirety and comply with these Terms of Service.
- B. In order to access some features of the AdPerk Website, You will have to create or register for an account. You may never use another's account or allow another to use Yours. When creating or registering for Your account, You must provide accurate and complete information; failure to do so, regardless of when discovered by AdPerk, may result in invalidation of Your account and/or any product, services or reward (or portion thereof) that you might otherwise have been or become entitled to. You are solely responsible for the activity that occurs in Your account, and You must keep Your account password and access information secure. You must notify AdPerk immediately of any breach of security or unauthorized use of Your account. To do so, you may email us at: privacy@adperk.com. Although AdPerk will not be liable for Your losses, if any, caused by any unauthorized use of Your account, You may be liable for the losses of AdPerk or others due to such unauthorized use. Accounts are limited to one per person.
- C. Credits that users might earn at or through the AdPerk Website are non-transferable and non-assignable, and

have no value outside of that which may be indicated pursuant to a transaction at or through the AdPerk Website. In addition, AdPerk credits are not eligible for reimbursement to the user in the event that the user cancels or chooses not to receive the underlying product, services or reward for which they are redeemable. Where AdPerk is not the vendor, supplier or furnisher of the underlying products or services You may become entitled to through Your participation in the AdPerk Website, You are subject to the terms, conditions and rules of the vendor or provider of such underlying products or services, including, wherever applicable, procedures concerning items such as payment, renewal, termination, cancellation or suspension. AdPerk users engage in the process and procedure of obtaining credits through the AdPerk Website at their own risk and indemnify and hold harmless AdPerk in all respects from any liability that might arise through such usage or participation.

- D. AdPerk reserves the right to deny, suspend, discontinue or terminate any program, offer, reward or user account at any time and for any reason, in its sole and exclusive discretion.
- E. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the AdPerk Website in any manner. Notwithstanding the foregoing, AdPerk grants the operators of public search engines permission to use such of the aforementioned to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. AdPerk reserves the right to revoke these exceptions either generally or in specific cases. You agree not to, and not to attempt to, collect or harvest any personally identifiable information, including account names of members or other personally or generally identifiable information, from the AdPerk Website, nor to use any aspect of, or information on, the AdPerk Website for any commercial solicitation purposes.
- F. AdPerk offers are applicable only to users residing in the United States unless otherwise noted.

4. Intellectual Property Rights

The complete and entire contents of the AdPerk Website, including without limitation Advertisers' advertisements or messages, whether in video format or otherwise ("Ad" or "Ads"), the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content"), and the trademarks, service marks, logos and other associated intellectual property contained therein ("Marks"), are owned by, or are licensed or otherwise authorized to AdPerk, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the AdPerk Website is provided to You AS IS for Your information, personal use, and participation in the AdPerk platform (the "Platform") only, and, except to the extent expressly permitted, may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. AdPerk reserves all rights not expressly granted in and to the AdPerk Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Ads obtained through the AdPerk Website for any commercial purposes. If you download or print a copy of the Content for personal use, if in fact doing so is legally permissible, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the AdPerk Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the AdPerk Website or the Content therein.

5. Advertiser Submissions

- A. The AdPerk Website permits Advertisers to submit Ads (video or otherwise) and the hosting, sharing, and/or publishing of such Ads. You understand that whether or not such Ads are published or viewed, AdPerk does not guarantee any confidentiality with respect to the submission of any Ad, except as may be provided for in an Advertiser's agreement with AdPerk.
- B. Advertisers shall be solely responsible for Ads and the consequences of posting or publishing them. In connection with Ads, Advertisers represent and/or warrant that they: (i) own or have the necessary licenses, rights, consents, and permissions to use and authorize AdPerk to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Ads they submit to enable inclusion and use of the Ads in the manner contemplated by the AdPerk Website, these Terms of Service, and their agreement with AdPerk; and (ii) have the written consent, release, and/or permission of each and every identifiable individual person in the Ad to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Ad in the manner contemplated by the AdPerk Website, these Terms of Service, and their agreement with AdPerk; (iii) have paid or will pay and be responsible for any fee, salary or royalty due or that might come due to any person or entity appearing in or in connection with any and all Ads. For clarity, Advertisers retain all of their ownership rights in Ads.

However, subject only to constraints that might exist in the agreement an Advertiser has with AdPerk, by submitting the Ads to AdPerk, Advertisers hereby grant AdPerk a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works, display, and perform the Ad in connection with the AdPerk Website and its (and its successors or assigns) business, including without limitation, for promoting and redistributing part or all of the AdPerk Website (and derivative works thereof) in any media formats and through any media channels. Advertisers also hereby grant each user of the AdPerk Website a non-exclusive license to access its Ads through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such Ads as permitted through the functionality of the Website and under these Terms of Service or elsewhere. The foregoing license granted by You terminates once you remove or delete the Ad to which the license pertains, but not with respect to the Ads' information and/or Content captured or saved by users prior to such termination.

- C. In connection with Ads, Advertisers further agree that they will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless they are the owner of such rights or have permission from their rightful owner to post the material and to grant AdPerk all of the license rights granted herein; (ii) submit Content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, as may be determined by AdPerk. AdPerk does not endorse any Ad or any product or service underlying any Ad, or any opinion, recommendation, or advice expressed therein, and AdPerk expressly disclaims any and all liability in connection with Ads. AdPerk does not permit copyright infringing activities and infringement of intellectual property rights on the AdPerk Website, and AdPerk will remove all Content and Ads if properly and accurately notified that such Content or Ad infringes on another's intellectual property rights. AdPerk reserves the right to remove Content and Ads without prior notice, irrespective of terms of agreement with Advertisers or Publishers. AdPerk may also terminate a user's, Advertiser's or Publisher's access to the AdPerk Website, including account, reporting or administrative areas, at anytime and for any reason. AdPerk also reserves the right, in its sole and complete discretion, to decide whether Content or an Ad is appropriate and complies with these Terms of Service and the Advertiser's agreement with AdPerk, for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or technical quality aspects of the Ad.
- D. AdPerk may provide an embedded feature for playing of videos on the AdPerk Website, which You may incorporate into Your own personal, non-commercial Websites for use in accessing the materials on the AdPerk Website, provided that You include a prominent link back to the AdPerk Website on the pages containing the embedded player. AdPerk reserves the right to discontinue any aspect of the AdPerk Website at any time.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE ADPERK WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ADPERK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ADPERK WEBSITE AND YOUR USE THEREOF. ADPERK MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE ADPERK WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ADPERK WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE ADPERK WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE ADPERK WEBSITE BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR 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 ADPERK WEBSITE. ADPERK DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE ADPERK WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ADPERK WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A

PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

7. Limitation of Liability

IN NO EVENT SHALL ADPERK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ADPERK WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE ADPERK WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE ADPERK WEBSITE BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ADPERK WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADPERK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. The AdPerk Website is controlled and offered by AdPerk from its facilities in the United States of America. AdPerk makes no representations that the AdPerk Website, or offers or promotions thereon, are appropriate or available for use in other locations. Those who access or use the AdPerk Website from other jurisdictions do so at their own risk and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless AdPerk, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney fees) arising from: (i) Your use of and access to the AdPerk Website; (ii) Your violation of any term of these Terms of Service; (iii) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) as concerns Advertisers' Ads, respectively, any claim that one of the Ads caused damage to a third-party. This defense and indemnification obligation will survive these Terms of Service and Your use of the AdPerk Website.

9. Ability to Accept Terms of Service

You affirm that You are authorized to agree to and to bind and be bound, and are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by You.

11. General

You agree that: (i) the AdPerk Website shall be deemed solely based in California; and (ii) the AdPerk Website shall be deemed a passive Website that does not give rise to personal jurisdiction over AdPerk, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between You and AdPerk that arises in whole or in part from the AdPerk Website shall be decided exclusively by a court of competent jurisdiction located in California. These Terms of Service, together with the AdPerk Privacy Policy and any other legal notices published by AdPerk on the AdPerk Website, shall constitute the entire agreement between You and AdPerk concerning Your relationship with the AdPerk Website; provided, however, that agreements between AdPerk and Publishers, and AdPerk and Advertisers, are hereby referenced and incorporated, and these Terms of Service and/or Privacy Policy may be incorporated by reference in such agreements. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of

these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and failure by AdPerk to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. AdPerk reserves the right to amend these Terms of Service at any time and without notice, and it is Your responsibility to review these Terms of Service for any changes. Your use of the AdPerk Website following any amendment of these Terms of Service will signify Your assent to, and acceptance of, its revised terms. YOU AND ADPERK AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ADPERK WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR ELSE SHALL BE PERMANENTLY BARRED.