

Freevo™ Sites – Terms Of Use

Update Effective: 1 May 2017

Please ensure that you read the following Terms of Use (as defined below) carefully.

By accessing through any desktop, mobile or hand held computer, tablet, smartphone or other similar device, and using the Site(s) (as defined below) and any service provided through the Sites, you agree that these Terms of Use are a legally binding agreement between Roccabella Holdings, LLC, a Delaware Limited Liability Company, which conducts some business under the proprietary trademark and name “Freevo”SM, together with its affiliates, shareholders, directors and officers (called “Freevo”, “we” or “us” in this agreement) and you.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP – DO NOT ACCESS ANY OF THE SITES, OR PORTION THEREOF, AND DO NOT USE ANY SERVICE OFFERED THROUGH THOSE SITES, THE APPLICATION OR THE PROGRAM.

1. DEFINITION

“**ACCOUNT**” means a Freevo Merchant or Consumer Account, created through the Merchant Site or Application, respectively and as applicable;

“**APPLICATION**” means the Freevo software application that is installed on a Consumers Device, and which serves as the interface between the Device and the Platform;

“**CONSUMER**” means an individual end-user who installs the Application on one or more Devices in order to obtain one or more Merchant Offerings for his or her personal use or consumption;

“**CONSUMER TERMS OF SERVICE**” means the agreement governing, among other things, the terms and conditions for a Consumers participation in the Program and use of the Application. The current version of the Consumers Terms Of Service is located <http://www.freevo-app.com/legal/consumer-terms-of-service.pdf> ;

“**COUPON**” means an electronic coupon displayed by the Freevo Application on the Device;

“**DEVICE**” means a mobile phone with internet connectivity, a tablet or a similar mobile electronic communication device compatible with and capable of accessing and utilizing the Application and Platform;

“**FREEVO INTELLECTUAL PROPERTY**” means all interest in and to the Application, Platform, User Data, the Sites, Freevo trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the Platform, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by Freevo or at Freevo’s direction, and any materials, software, technology or tools used or provided by Freevo to promote and conduct its business;

“**GOODS**” means the merchandise offered by Merchants to Consumers for free or at a discount as part of a Merchant Offering;

“MERCHANT” means a retail provider of Goods or Services who has contracted with Freevo to use the Platform to promote its business;

“MERCHANT AGREEMENT” means the agreement governing, among other things, the terms and conditions for a Merchants participation in the Program. The current version of the Merchant Agreement is located <http://www.freevo-app.com/legal/merchant-agreement.pdf> ;

“MERCHANT INTELLECTUAL PROPERTY” means a Merchants name, logos, trademarks, service marks, domain names, and any associated audiovisual content, video recordings, audio recordings, photographs, graphics, artwork or text used or provided by the Merchant in connection with any the Sites or Merchant Promotion;

“MERCHANT OFFERING” means the free or discounted Goods and/or Services, offered by Merchants through the Platform or Application to Consumers in exchange for a Coupon;

“MERCHANT PROMOTION” – means a promotion created by you utilizing the Platform.

“PLATFORM” means the technology platform developed by Freevo, which functions to drive targeted Consumers, using GPS location-based technology, into retail stores and service providers by offering Consumers, on behalf of the Merchants, free or discounted Goods and/or Services;

“PROGRAM” means the promotional program through which Consumers may, by accessing the Platform, obtain Coupons redeemable for Merchant Offerings;

“SERVICES” means a personal services offered by a Merchant to Consumers for free or at a discount as part of a Merchant Offering;

“SITES” means the websites www.freevo-app.com (and or any of its sub-domains), the Application, the Platform, any social media or third party sites/pages/applications managed by or registered to Freevo and any other websites we presently or in the future own or control or which reference these Terms of Use;

“TERMS OF USE” means these Terms of Use, together with the Privacy Policy located at <http://www.freevo-app.com/legal/privacy-policy.pdf>;

“USER DATA” means all personally identifiable, nonpublic information about a Consumer or Merchant generated or collected through the Sites or Platform by Freevo or you, including, but not limited to, email addresses, phone numbers, purchase preferences and tendencies, financial transaction data and all previous, current and future textual, graphic or other content on the Sites;

“VOUCHER” means an electronic credit purchased by a Merchant from Freevo.

2. APPLICABILITY OF THESE TERMS OF USE

THESE TERMS OF USE GOVERN THE USE OF THE SITES ONLY AND ARE IN ADDITION TO THE MERCHANT AGREEMENT AND OR CONSUMERS TERMS OF SERVICE BETWEEN YOU AND FREEVO. IN THE EVENT OF CONFLICT BETWEEN THESE TERMS OF USE AND MERCHANT AGREEMENT AND OR CONSUMERS TERMS OF SERVICE, THE MERCHANT AGREEMENT AND OR CONSUMERS TERMS OF SERVICE AGREEMENT(S) WILL CONTROL.

You may access the Sites only for the following purposes:

- <https://www.freevo-app.com> or <https://stores.freevo-app.com>: To access information regarding the Program
- <http://live.freevo-app.com>: For Merchants to (i) register on the Platform in order to participate in and manage the Program; and (ii) purchase Vouchers.

3. YOUR PROMISES AND OBLIGATIONS

You represent and warrant to us that:

- Anyone using or accessing the Sites has authority to do so and to create a binding legal obligation;
- You will at all times use the Sites in accordance with these Terms of Use;
- You will safeguard your user name and password and will be solely responsible for the use of your Account;
- You own or have the legal right to use any and all User Data and information you submit to the Sites, and that all such information is accurate, true, current and complete.

You agree not to engage in any illegal, abusive or otherwise inappropriate behavior while using the Sites, including, but not necessarily limited to:

- Purposely submitting to us or the Sites any inaccurate information;
- Committing fraud or falsifying information;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Scanning, testing or attempting to scan or test the security or configuration of the Sites;
- Tampering or interfering with the proper functioning of any part, page or area of the Sites;
- Attempting to interfere with or compromise the operation of the Sites or service to any user in any manner, including, by means of introducing any virus, Trojan Horse or other malware to the Sites, or by deliberately overloading the Sites;
- Knowingly permitting anyone other than your authorized employees or agents to access the Sites;
- Knowingly soliciting other Freevo Merchants, Consumers or other business partners of Freevo to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with the Program;
- Using any other person's customer or merchant information or User Data for any purpose, including, but not limited to, marketing, without such person's express consent;
- Offering Coupons or Vouchers for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by the Merchant Agreement or Consumer Terms of Service;
- Accessing, monitoring or copying any User Data, Merchant Intellectual Property, Freevo Intellectual Property, Content, or information from the Sites using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Taking any action that places an unreasonable demand on our servers or other portion of our infrastructure (as determined in our sole discretion) supporting the Sites, Program or Application;

- Aggregating any User Data, Merchant Intellectual Property, Freevo Intellectual Property or Content with material from other websites or other sources without our express written permission.
- Deep-linking to any portion of the Sites without our express written permission;
- Acting illegally or maliciously against the business interests or reputation of Freevo, other Merchants, Consumers or our service providers; or
- Hyperlinking to the Sites from any other website without our written consent.

4. INTERRUPTIONS IN SERVICE

The Sites may be unavailable from time to time for any reason including, without limitation, routine maintenance, as well as causes beyond our reasonable control. We will have no liability to you for any loss or damage resulting from such unavailability. We may in our sole discretion deny you access to the Sites or any service or feature thereof.

5. DATA SECURITY

We will not be responsible for the misappropriation or loss of information that you choose to communicate to us or the Sites until after its actual receipt by us.

6. MODIFICATION OF THESE TERMS OF USE

We may discontinue or modify any part of these Terms of Use as we deem necessary or desirable. Any changes to these Terms of Use will be effective upon our posting of the revised Terms of Use on the Sites. Your use of the Sites following any change in these Terms of Use will represent your acceptance of the modified Terms of Use. We also reserve the right to change or discontinue any aspect or feature of our services or the Sites including, but not limited to, requirements for access or use.

7. FREEVO'S INTELLECTUAL PROPERTY RIGHTS

The Freevo Intellectual Property, information, text, graphics and other content on the Sites ("Content") as well as the infrastructure used to provide the Content, is proprietary to us and is protected by trademark, copyright, patent, trade secret or other similar laws. Without our express prior written permission, you may not modify, copy, distribute, transmit, sell or otherwise deal with the Content in a manner inconsistent with our proprietary rights thereto. Further, without our express prior written permission, you may not display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services obtained from or through the Sites, Platform or Application.

8. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

You will not upload, post or otherwise make available on the Sites any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right, evidence of which shall be produced on request. You will be solely liable for any damage resulting from any infringement of

copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to the Sites, you warrant that either (i) you are the owner of all rights in and to such material; or (ii) the owner of such material has expressly granted you the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.

9. UNSOLICITED MATERIALS

We do not accept or consider, directly or through any person, Freevo employee or agent, unsolicited ideas of any kind, including without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans or other promotions. If you send us unsolicited materials:

- We will have no obligation to review, acknowledge, retain or return such materials or treat them as confidential; and
- We may retain, use and/or redistribute such materials for any purpose, without restriction and free of any obligation to acknowledge or compensate you.

10. DISCLAIMER OF WARRANTIES

NEITHER FREEVO, ITS SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT:

- THAT USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR FREE;
- THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITES
- THE ACCURACY, COMPLETENESS, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICES ON THE SITES

WITHOUT LIMITING THE FOREGOING, FREEVO EXPRESSLY DISCLAIMS ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL FREEVO, ITS SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITES, THE CONTENT, STATEMENTS AND OTHER INFORMATION CONTAINED THEREIN, THE PRODUCTS, GOODS OR SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITES OR THESE TERMS OF USE.

12. COOKIES AND OTHER TRACKING DEVICES

When you use the Sites, we reserve the right to collect information by automated or electronic means, using technologies such as cookies, pixel tags and web beacons, browser analysis tools and web server logs, and to use such information for any legally permitted purpose.

13. THIRD PARTY WEBSITES

The Sites may contain links to websites maintained by other third parties. These links are provided solely as a convenience to you and we expressly disclaim any representations regarding such websites including, but not limited to, the content or accuracy of materials on such websites or their information security and privacy practices. You access websites maintained by other parties at your own risk.

14. TESTIMONIALS

By posting any review, testimonial, statement or other information (collectively, "Statements") on or through the Sites, you grant Freevo a royalty-free, perpetual, irrevocable, non-exclusive license to, at any time and in any physical or virtual location, use for any commercial or non-commercial purpose, reproduce, modify, publish, edit, translate, distribute, perform, license, sublicense and display the Statements alone or as part of other works in any form, media, or technology whether now known or hereafter developed.

15. INDEMNIFICATION, HOLD HARMLESS AND RELEASE

You are solely responsible for your interactions with the Sites.

To the extent allowed under applicable law, you agree to defend (through competent counsel reasonably acceptable to Freevo), indemnify and hold Freevo, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims and expenses, including court costs and attorneys' fees, lawsuits, investigations, penalties, damages, losses or expenses arising out of or relating to any of the following (each, a "Claim"): (a) use of the Sites in violation of these Terms of Use (b) your actual or alleged breach of this Terms of Use or any of the, disclaimers, representations and warranties made herein; (c) any Claim arising out of the quality, composition or other characteristic of your Goods or Services; (d) any Claim arising out of your violation of law or regulation governing the use, sale, and distribution of your Goods or Services; (e) any claim by a Consumer or purchaser or anyone else arising out of or relating to your Goods or Services, including but not limited to, any Claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim arising out of yours misuse or mishandling of User Data, or any violation of an applicable data privacy or security law or policy; (h) any claim arising out of your negligence, fraud or willful misconduct; (i) any Claim (including, but not limited to, one alleging infringement) arising out of or associated with the Merchant Intellectual Property (j) any claim arising out of marketing or reporting materials which include or are linked to an applicable disclaimer or (k) Any conduct or speech, whether online or offline, by you or any other person.

16. CHOICE OF LAW

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Sites shall be governed by the internal laws of the State of Pennsylvania, without regard to its choice of law rules and without regard to conflicts of laws principles.

17. MISCELLANEOUS PROVISIONS

- No waiver by Freevo of any breach or default or failure to exercise any right contained in these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights.
- The section headings used herein are for convenience only and shall be of no legal force or effect.
- If a court of competent jurisdiction holds any provision of these Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of these Terms of Use shall continue in full force and effect.
- The provisions of these Terms of Use apply equally to and are for the benefit of Freevo, its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf. Freevo will not be liable for any default or delay in the performance of its obligations under these Terms of Use due to acts of God, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond Freevo's reasonable control.
- You may not assign your rights under these Terms of Use to any third party without our prior written consent, which shall not be unreasonably withheld. For purposes of this provision, if you are not an individual, a change your ownership or control is considered an assignment. Freevo may assign its rights or delegate its obligations under these Terms to any affiliate, subsidiary or successor.