

Terms of Use

Effective Date: Sept 25th, 2017

1. Acceptance of Terms

Quicksave LLC Apps, LLC provides a digital coupon marketplace located in the United States of America which includes, and is accessible via, the "Quicksave LLC iOS iPhone Application. The services, for example, allow users to access coupons of certain third-party merchants ("Merchants") for in-store use. By using the services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Use ("Terms"), whether or not you become a registered user of our services. These terms govern your access to and use of our services, and constitute a binding legal agreement between you and Quicksave LLC. Please read carefully these Terms of Use and our Privacy Policy, which may be found at <http://www.myquicksave.com>, and which is incorporated by reference into these terms.

If you do not agree to these terms, please do not use the services.

Quicksave LLC may change these terms from time to time, on a prospective basis, and modify, add or discontinue any aspect, content or feature of the services, at its sole discretion. Your continued use or accessing of our services following the posting of any changes to the terms constitutes your acceptance of such changes. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these terms would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms being deemed illusory or unenforceable.

Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the iOS Application or services, including but not limited to all content, services, digital products, tools or products, is hereby expressly prohibited.

2. Community Participation

2.1 Registration

To utilize certain portions of the services, you may be required to complete a registration process and establish an account with Quicksave LLC ("Profile"). You represent and warrant that all information provided by you to Quicksave LLC is current, accurate, and complete, and that you will maintain the accuracy and completeness of this information on a prompt, timely basis.

2.2 Password and Security

As a registered user of the services, you may receive or establish a user name and one or more passwords. You are solely responsible for maintaining the confidentiality and security of your password(s) and Profile(s). You understand and agree that you are individually and fully responsible for all actions made from your account(s). Any accounts you create are not transferrable. You agree to notify Quicksave LLC immediately if you become aware of any unauthorized use of your account(s).

2.3 Privacy

Quicksave LLC respects the privacy of our users. The privacy policy provided via the iOS Application, and which may be found at <http://www.hardwiredlocal.com>, is expressly incorporated herein by reference and made a part of these Terms.

2.4 Merchant Generated Content

Quicksave LLC does not pre-screen or regularly review all contributed content. However, Quicksave LLC has the absolute right (though not the obligation) to remove, without notice, any coupon posted to the Quicksave LLC Network.

By posting any coupon, you represent and warrant (a) you have all right, title, and interest to such posted content, including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the posted content, or (b) such posted content is in the public domain, or (c) your use of such posted content constitutes fair use. You further represent and warrant that posting such content does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity.

You also agree not to post any of the following types of content to the Quicksave LLC Network or application: (a) adult content, pornography, explicit sexual images, or nude images; (b) content containing explicit, vulgar, or obscene language; (c) content promoting hate, abuse or destructive actions; (d) content promoting illegal activities; or primarily political, religious, psychic, or metaphysical content; (e) content promoting pirated software; (f) content intending for phishing or spreading malware; (g) content that is disparaging of any person or entity; (h) content that is in violation of any law or regulation; or (i) any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by us.

2.5 License to Quicksave LLC

By posting or contributing content to the services, or by providing any feedback, suggestions, ideas, and other submissions to Quicksave LLC, you are granting Quicksave LLC a non-exclusive, royalty-free, perpetual, and worldwide license to use your content in connection with the operation of our services, including, without limitation, (a) the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your content, and/or to incorporate it into a collective

work, and (b) the right to sublicense any or all of Hardwired Local's license rights to others. You further waive any and all moral rights in and to such content in favor of Quicksave LLC. For greater certainty, this means that, among other things, Quicksave LLC has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

2.6 Acts against the Services

Quicksave LLC hereby grants you a limited, non-exclusive, non-transferable, license to access and use the services as provided by Quicksave LLC solely for your personal use and enjoyment in the manner permitted by these Terms. You shall not attempt or engage in potentially harmful acts that are directed against the services including, without limitation, any one or more of the following:

(a) Using the services in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party; (b) causing, allowing, or assisting any other person to impersonate you; (c) sharing your password or login with any other person; (d) logging onto a server or Account(s) that you are not authorized to access; (e) creating more than one account, forging user names, manipulating identifiers, or otherwise impersonating any other person or misrepresenting your identity or affiliation with any person or entity; (f) emulating or faking usage of the services; (g) violating or attempting to violate any security features of the services; (h) using manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," or "spider" any pages contained in the Site; (i) introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Services; (j) interfering or attempting to interfere with the use of the services by any other user, host, or network, including without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," "pinging," or "crashing" the services; (k) causing, allowing or assisting machines, bots, or automated services to access or use the services without the express written permission of Quicksave LLC; (l) tampering with the operation, functionality, or the security of the services; (m) attempting to override or circumvent any security or usage rules embedded into the services that permit digital materials to be protected; (n) attempting to probe, scan, or test the vulnerability of the services, or any associated system or network, or breach any security or authentication measures; (o) misusing, tricking, disrupting, or otherwise interfering with the functioning of the services; (p) harvesting or collecting email addresses or other contact information of other users or clients from the services by electronic or other means; (q) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the services; (r) engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the services; (s) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (u) deep-linking to any portion of this services without our express written permission; (v) acting illegally or maliciously against the business interests or reputation of Quicksave LLC or the Merchants promoted via the services; (w) hyperlinking to the services from any other website without our initial and ongoing consent; (x) using the services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with Quicksave LLC; (y) reselling or repurposing your access to the services or any purchases made through the services; or (z) using the services or any of its

resources to solicit other users of the services, Merchants or other business partners of Quicksave LLC to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Quicksave LLC, including without limitation, aggregating current or previously offered coupons or deals.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer's functionality or operation.

3. Content

3.1 Information Accuracy

Quicksave LLC makes no representation or warranty as to the accuracy or fitness for use of any offers, including, but not limited to, coupons, rebates, discounts, etc. posted via the services or that any third party will honor or acknowledge any such offers, coupons, rebates, discounts, etc. posted via the services. Quicksave LLC is not responsible for providing any value for any offers, coupons, rebates, discounts, etc. posted via the services. Quicksave LLC is not responsible for the change of information at third party stores including but not limited to rebate information, pricing, availability or fitness for use. You understand that Quicksave LLC does not and cannot review all material made available through linking to any part of the services. Quicksave LLC does not warrant that the services or any functions contained in Quicksave LLC content available via the services will be uninterrupted or error free, that defects will be corrected, or that the services or the server that makes them available are free of viruses or bugs. IN NO EVENT SHALL Quicksave LLC OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S OFFERS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER Quicksave LLC WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

3.2 Trademark Information

You agree that all of Hardwired Local's trademarks, trade names, service marks, and other logos and brand features (including, without limitation, " Quicksave LLC " that are displayed are trademarks and the property of Quicksave LLC. You agree not to display or use Quicksave LLC in any manner without Hardwired Local's prior permission. Merchant trademarks are the property of the respective Merchant. The display of a Merchant trademark via the services does not necessarily mean that Quicksave LLC has an affiliation with the Merchant.

3.3 Intellectual Property Ownership

All right, title and interest in the services, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to these Terms, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Quicksave LLC or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Services constitute a valuable trade secret and/or are the confidential information of Quicksave LLC or its licensors. Nothing in these Terms or otherwise will be deemed to grant to you an ownership interest in the services, in whole or in part. All content and materials included as part of the services, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software are the property of Quicksave LLC, its licensors, or applicable third party rights holders (such as Merchants), and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Works are copyrighted as individual works and as a collective work under copyright laws and international treaty provisions, and Quicksave LLC owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to these Terms may cause Quicksave LLC and its licensors irreparable injury, which may not be remedied at law, and you agree that Quicksave LLC and its licensors' remedies for breach of these Terms may be in equity by way of injunctive or other equitable relief.

3.5 Digital Millennium Copyright Act Policy

Notice and Takedown Procedure

It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA"). This section describes the information that should be present in these notices. The form of notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the U.S. Copyright Office Web Site, <http://www.copyright.gov>), but we will respond to notices of this form from other jurisdictions as well.

It is expected that all users of any part of the services will comply with applicable copyright laws. If Quicksave LLC receives proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating user Account(s), regardless of whether we may be liable for such infringement under applicable law.

If we remove or disable access to the services in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act.

Upon receipt of proper notification of claimed infringement, Quicksave LLC will follow the procedures outlined herein and in the DMCA.

Infringement Notification

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 Quicksave LLC the following information in a written communication (preferably via email):

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Quicksave LLC to locate the material in the Application;

Information reasonably sufficient to permit Quicksave LLC to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";

The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and

A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

4. Disclaimer, Release, & Limitation of Liability

4.1 Disclaimer

THE SERVICES ARE PROVIDED BY Quicksave LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. Quicksave LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS

AVAILABLE VIA THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Quicksave LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Quicksave LLC DOES NOT WARRANT THAT THE SERVICES, ITS SERVERS, OR E-MAIL SENT FROM Quicksave LLC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

4.2 Release

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH MERCHANTS AND OTHER USERS OF THE SITE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE Quicksave LLC FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY PRODUCT OR SERVICE OF A MERCHANT, ANY ACTION OR INACTION BY MERCHANT, INCLUDING MERCHANT'S FAILURE TO COMPLY WITH APPLICABLE LAW, AND ANY CONDUCT OR SPEECH, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER.

4.3 Limitation of Liability

Quicksave LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

4.4 Applicability

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

5. Dispute Resolution

5.1 Law and Forum for Legal Disputes

These Terms or any claim, cause of action or dispute ("claim") arising out of or related to these Terms shall be governed by the laws of the state of Pennsylvania regardless of your country of origin or where you access our services, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Quicksave LLC agree that all claims arising out of or related to these Terms must be resolved exclusively by a state or federal court located in Dauphin County, Pennsylvania except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and Quicksave LLC agree to submit to the personal jurisdiction of the courts located within Dauphin County, Pennsylvania for the purpose of litigating all such claims. Notwithstanding the above, you agree that Quicksave LLC shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

6. Other

6.1 Indemnities

You acknowledge and agree to indemnify and hold Quicksave LLC, its affiliates, officers, employees and agents, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your use of the services, your violation of these Terms, the infringement by you or made under your Account(s), of any intellectual property or other right of any person or entity or arising out of or related to any products or services purchased by you in connection with the Services.

6.2 Third Party Legal Notices

Certain features of the services are subject to third party terms and conditions. Also, we are required to inform you that our Application for iOS-based mobile devices is subject to the following terms imposed by Apple, Inc. ("Apple"): (i) these Terms are between Quicksave LLC and you only, and not with Apple. Apple is not responsible for our iOS App and the content thereof; (ii) your license to use our iOS App is limited to a non-transferable license to use the iOS App on an iOS product that you own or control and as permitted by the usage rules set forth in Apple's App Store terms of service; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to our iOS App; (iv) in the event of any failure of our iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for our iOS App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to our iOS App; (v) Apple is not responsible for addressing any claims of yours or any third party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (a) product liability claims; (b) any claim that our iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vi) in the event of any third party claim that our iOS App or your possession and use of our iOS App infringes that third party's intellectual property rights, Apple, will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; (vii) you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties; (viii) you must comply with any other applicable third party terms when using our iOS App (e.g., your wireless data service agreement); and (ix) Quicksave LLC and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

6.3 Termination of Service

Quicksave LLC disclaims all responsibility and liability for the availability, timeliness, security or reliability of the services. Quicksave LLC reserves the right to modify, suspend, or discontinue the services or access to the services without any notice at any time and without any liability to you.

6.4 Miscellaneous

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. However, Quicksave LLC may operate additional projects or services which require separate or additional terms. Such different terms are made available through the individual project or service and are not addressed further herein. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

6.5 Injunctive Relief

You acknowledge and agree that any violation or breach of the Terms may cause Quicksave LLC immediate and irreparable harm and damages. Accordingly, and notwithstanding any other provision of these Terms or other applicable legal requirements, you acknowledge and Quicksave LLC reserves the right to, in its discretion, immediately seek and obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek and obtain permanent injunctive relief regarding any violation or breach of these Terms. In addition to any and all other remedies available to Quicksave LLC in law or in equity, Quicksave LLC may seek specific performance of any term in these Terms, including but not limited to by preliminary or permanent injunction.