

Groupon Partner Network Terms of Use

These Terms of Use govern the terms under which you are permitted to access and use the Groupon, Inc.'s ("**Groupon**") Partner Network website (the "**Site**"). By using the Site and Groupon's services through the Site, you agree to these Terms of Use, Groupon's Privacy Policy, and any additional terms applicable to certain programs in which you may elect to participate (the "**Agreement**"). If you access or use the Groupon Site on behalf of a company, principal or other entity, you represent that you have authority to bind such entity and its affiliates to the Agreement and that it is fully binding upon them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, or if you do not agree with the terms of this Agreement, do not access or use the Groupon Site. You should read and keep a copy of each component of the Agreement for your records. In the event of a conflict among them, the terms of this document will control.

1. Availability of the Site

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated. Groupon retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

2. Ownership of the Site

The content and information on this Site as well as the infrastructure used to provide both, is proprietary to us. You agree not to modify, copy, distribute, transmit, 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 Site unless specifically authorized as part of an agreement with Groupon.

3. Transmission of Information

Because we do not control the security of the Internet or other networks you use to access the Site or communicate with us, we can't be, and are not responsible for, the security of information that you choose to communicate with Groupon and the Site while it is being transmitted. In addition, Groupon is not responsible for any data lost during transmission.

4. Compliance

You may not use the Site for any purpose other than those permitted uses outlined here or, if applicable, in your Groupon Partner Network Agreement, without Groupon's prior written consent. You acknowledge and agree that Groupon may monitor your website or internet connected application for mobile devices ("**Your Site**") in order to confirm compliance with this Agreement and may request information from you at any time to support your compliance with this Agreement. Should you fail to provide responsive information, or if Groupon, in its sole discretion, determines that you or Your Site are not complying with this Agreement, Groupon may terminate your Groupon Partner Network Agreement, and remove you from the Groupon Partner Network with or without notice to you.

5. Press Releases

You are not permitted to distribute a press release or otherwise make any public announcement in connection with your use of the Groupon Site without the prior written consent of an authorized Groupon representative.

6. Proprietary Rights, Validity of Groupon Intellectual Property, No Challenge

As between you and Groupon, the Site and any and all content contained therein, including all intellectual property rights contained in the foregoing, are and will at all times remain the sole and exclusive property of Groupon and are protected by applicable intellectual property laws and treaties (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Groupon will own all right, title, and interest (including all intellectual property rights) in and to all information that is created or collected in connection with this Agreement. You acknowledge the validity and Groupon's ownership of the Site and any and all content contained therein. You understand and agree that you do not gain any intellectual property rights in the Groupon Site and any and all content contained therein by accessing or downloading these items.

You agree that you will not, nor assist others to, challenge Groupon's ownership of the Groupon Site and any and all content contained therein. You agree that at no time during or after the termination of the Agreement will you use, register or apply to register any trademark, service mark, logo, icon, trade name, trade dress, name, title, copyright, or domain name containing any and all content contained within the Groupon Site, or any mark or other intellectual property right that is confusingly similar thereto or dilutive thereof. If you do, you agree to transfer any registrations, at your expense, to Groupon at Groupon's request and to cooperate by providing any information, signing any documents and providing appropriate authorizations necessary to accomplish the transfer. You shall not remove or alter any trademark or copyright notices or engage, participate, or otherwise become involved in any activity or course of action that diminishes or tarnishes the image or reputation of Groupon.

7. Termination

Groupon reserves the right, in its sole discretion (for any reason or for no reason) and at any time without notice to you, to change, suspend or terminate the Groupon Partner Network or your rights under the Agreement to access, use, and/or display (as applicable) the Site and any and all content contained therein. Such change, suspension, or termination may cause your existing services using the Site to stop functioning properly.

8. Indemnity

You agree that your use of the Site is at your own risk and you agree to hold harmless, defend (subject to Groupon's right to participate with counsel it selects) and indemnify Groupon and its subsidiaries, affiliates, officers, agents, employees, and suppliers from and against any and all claims, demands, causes of action, damages, liabilities, costs and fees (including reasonable attorneys' fee) and expenses whatsoever arising from, or in any way related to your use of the Site and any and all content contained therein. You will not agree to any settlement that imposes any obligation on Groupon without Groupon's prior consent.

9. No Warranties; No Support

THE SITE IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY, OF ANY KIND AND AT YOUR SOLE RISK. EXCEPT TO THE MAXIMUM EXTENT REQUIRED BY APPLICABLE LAW, Groupon DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, Groupon DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE SITE OR THE Groupon PARTNER NETWORK WILL BE UNINTERRUPTED, SECURE, TIMELY, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM Groupon WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

10. Limitation of Liability

THE SITE IS BEING PROVIDED FREE OF CHARGE. ACCORDINGLY, YOU AGREE THAT Groupon SHALL HAVE NO LIABILITY ARISING FROM OR BASED ON YOUR ACCESS TO AND USE OF THE SITE (OR Groupon'S SUSPENSION OR TERMINATION OF SUCH ACCESS AND/OR USE), REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT SHALL Groupon OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT MUST BE BROUGHT WITHIN (6) MONTHS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IF SUCH CLAIM IS NOT FILED, THEN THAT CLAIM IS PERMANENTLY BARRED. THIS APPLIES TO YOU AND YOUR SUCCESSORS, AND TO Groupon AND ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, Groupon'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED US\$50.00.

11. Changes

Groupon reserves the right to modify or revise the Agreement at any time in its sole discretion. You should visit this website periodically to review the documents comprising the Agreement and check for updates. Your continued use

of the Groupon Site after the effective date of any such changes will constitute your acceptance of and agreement to such changes. **If YOU DO NOT WISH TO BE BOUND TO ANY NEW TERMS, YOU MUST TERMINATE THE AGREEMENT BY IMMEDIATELY CEASING USE OF THE SITE.**

12. Miscellaneous

The Agreement encompasses the entire agreement between you and Groupon regarding the subject matter thereof. The Agreement, and any disputes arising from or relating to the interpretation thereof, will be governed by and construed under the laws of the State of Illinois without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Illinois, City of Chicago. You also agree that your breach of the Agreement, including your unauthorized use of the Site and any and all content contained therein, will cause immediate and irreparable harm to Groupon and Groupon shall be entitled to obtain injunctive relief against you without the necessity of posting a bond. The failure of Groupon to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining Agreement will otherwise remain in full force and effect and enforceable. The Agreement is not assignable, transferable, or sublicensable, in whole or in part, by you except with Groupon's prior written consent. Groupon may assign the Agreement, in whole or in part, at any time with or without notice to you. Any attempt to do so is void. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

13. Survival

Sections 2, 5, 6 through 10, and 12 will survive any expiration or termination of this Agreement for any reason.