

Terms of Use

(Effective as of 10/6/20)

Welcome to Ad2Cart, a web application (the “Web App”) operated by Ad2Cart, LLC (the “Company”).

Please review these Terms carefully. By accessing or using the Web App, you show you agree to these Terms. *If you don't agree to these Terms, you may not access or use the Web App.*

ABOUT THE WEB APP

The Web App allows people to create interactive ads that take the viewer straight to check out. It draws on eCommerce inventory data to populate the ads with the subscriber’s products. The ads are then posted through the platform to Google Display and Video 360. The Web App also can create and publish ads that allow the subscriber to collect donations directly. The services provided by the Web App are called the “Service.”

The Web App allows you to register for the Service. As discussed in our [Privacy Policy](#), when you register for the Service you'll be asked to provide certain information about yourself, such as your name, company name, phone number, and email.

You will also be asked to create a password.

Also, please note that the Web App is under constant development. New features may be added frequently, so it's important to check back to this page for updates.

PAID SERVICES

The Company charges for the ad spend for the ads placed through the WebApp plus a 10% fee for eCommerce businesses and a 7% fee for non-profits. We charge when you hit a pre-determined spending threshold.

This fee is currently collected via CardPointe Gateway by Card Connect (our "Billing Service Provider"), which has its own legal terms.

You will be required to provide the Company and/or its Billing Service Provider with information regarding your credit card or other payment method. You represent and warrant that such information is true and that you are authorized to use the payment method.

You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date). You hereby authorize the Company to bill you in accordance with the terms of your plan until you terminate your account, and you agree to pay any charges so incurred. If you dispute any charges you must notify the Company within

thirty (30) days after the date that you are billed.

You can terminate your use of the Service, cancel ads, change your password, and otherwise manage your account using the Web App.

We reserve the right to change the Company's fees. If the Company does change its fees, the Company will provide notice of the change on the Web App or in email to you, at Company's option, at least 14 days before the change is to take effect. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount.

Ad campaigns can be set up on a recurring basis. If you properly terminate a campaign, you will not be charged for future repeats of that campaign. However, you will not receive a refund for an unused portion of a campaign for which you have already paid.

USE OF THE WEB APP

You need to be at least 18 years old to use the Web App.

You hereby affirm we have the right to terminate your account with or without prior notice.

USE RESTRICTIONS

Your permission to use the Web App is conditioned upon the following restrictions and conditions.

You agree that you will not:

- use, display, mirror or frame the Web App or any individual element within the Web App, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page or within the Web App, without Company's express written consent;
- access, tamper with, or use non-public areas of the Web App, Company's computer systems, or the technical delivery systems of Company's providers;
- attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Web App;
- use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
- use the Web App, or any portion thereof, for any commercial purpose or for the benefit of any third party other than as permitted by these Terms;

- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Web App to send altered, deceptive or false source-identifying information;
- collect or store any personally identifiable information from the Web App or from other users of the Web App without their express permission;
- impersonate or misrepresent your affiliation with any person or entity;
- sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Web App available to any third party;
- use the Web App for any unlawful purpose or for the promotion of illegal activities;
- use the Web App to attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- interfere or attempt to interfere with the proper functioning of the Web App;
- make any automated use of the Web App, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- attempt to decipher, reverse engineer, decompile, or disassemble any portion of the Web App or the software used to provide the Service;
- bypass any robot exclusion headers or other measures we take to restrict access to the Web App or use any software, technology, or device to scrape, spider, or crawl the Web App or harvest or manipulate data;
- publish or link to malicious content intended to damage or disrupt another user's browser, computer, or mobile device; or
- encourage or enable any other individual to do any of the foregoing.

MONITORING AND COMPLIANCE

Although the Company is not obligated to monitor access to or use of the Web App or to review or edit any Content, we have the right to do so for the purpose of operating the Web App, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to the Web App or any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

INTELLECTUAL PROPERTY

You acknowledge and agree that the Company and its licensors retain ownership of all intellectual property rights of any kind related to the Web App (except for User Content), including applicable copyrights, trademarks, and other proprietary rights. The Company reserves all rights that are not expressly granted to you under these Terms.

FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements of the Web App (“**Feedback**”). You may submit Feedback by emailing us at hello@ad2cart.com. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable (through several tiers) and transferable license under any and all intellectual property rights that you own or control in relation to the Feedback to use, reproduce, view, communicate to the public by any means, print, copy (whether onto hard disk or other media), edit, translate, perform and display (publicly or otherwise), distribute, redistribute, modify, adapt, make, sell, offer to sell, transmit, license, transfer, stream, broadcast, create derivative works from, and otherwise use and exploit the Feedback for any purpose.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Web App in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

ONLINE CONTENT DISCLAIMER

The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Web App. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on or in the Web App, on an associated or linked website, or transmitted to users.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive emails via the email address you have submitted when you sign up on the Web App; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

The Company may also use your email address to send you other messages, including information about the Company and Web App and special offers. You may opt out of such email by changing your account settings or sending an email to hello@ad2cart.com.

WARRANTY DISCLAIMER

The Company is not responsible for the proper functioning of Google Display and Video 360 and

their related APIs.

THE WEB APP AND SERVICE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE WEB APP AND SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE WEB APP WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR UPLOADING, DOWNLOADING, AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL SENT TO OR OBTAINED FROM THE WEB APP. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE WEB APP; (C) THE WEB APP GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE WEB APP AND SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE WEB APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), FRAUD, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ***IN NO EVENT WILL COMPANY’S LIABILITY TO YOU EXCEED \$10.*** SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

MODIFICATION OF TERMS OF USE

The Company can amend these Terms at any time. It’s your responsibility to check the Web App from time to time to view any such changes. If you continue to use the Web App, you show your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company’s rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of these Terms by the Company via telephonic or email communications shall be valid.

PRIVACY POLICY

The Company respects the privacy of its users. Please refer to our Privacy Policy (found [here](#)), which explains how we collect, use, and disclose information that pertains to your

privacy. When you access or use the Web App, you show that you agree to this Privacy Policy.

FORCE MAJEURE

Any delay, limitation, or blockage of access to the Service due to force majeure, such as war, strike, fire, electrical blackout, communications network problems, weather, etc. shall not be deemed as breach of these Terms by the Company and shall not entitle you to damages.

GENERAL TERMS

If any part of these Terms is held invalid or unenforceable, that portion of the Terms will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Our rights under these Terms will survive any termination of these Terms.

You agree that any legal action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms and your use of the Web App and Service are governed by the federal laws of the United States of America and the laws of the State of Virginia without regard to conflict of law provisions.

You agree to resolve any claims relating to these Terms or the Web App through final and binding arbitration. Any arbitration will be conducted by the American Arbitration Association (AAA) under its commercial arbitration rules. The arbitration will be held in Virginia Beach, Virginia.

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

If you attempt to bring any legal action against the Company based in any way on the Web App you agree that, in the event you do not prevail or the Company does prevail, you will reimburse the Company for any costs and attorneys' fees associated with its defense of the action.

The Company may assign or delegate these Terms and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: Current rates for the Service are [here](#). You may contact us at The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

YOUR AGREEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.