

# TRANSXSYSTEMS, INC.

## Terms of Use Agreement

Welcome to the website and online service of TransXSystems, Inc. (“TransX,” “we,” or “us”). The terms and conditions set forth in this Terms of Use Agreement (“Agreement”) govern your visit to and use of the online and/or mobile services, websites, and software provided on or in connection with the service provided by TransX, including without limitation, the websites or mobile applications located at our clients’ websites and portal.transx.us, www.Sales-Lift.com (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the TransX Privacy Policy [http://transxsystems.com/docs/TransXSystems\\_Privacy\\_Policy.pdf](http://transxsystems.com/docs/TransXSystems_Privacy_Policy.pdf), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

### 1. Use of Our Service

TransX provides a place for Users to find and negotiate deals and discounts on restaurants, food and beverages, entertainment, consumer products, and travel-related services. Users can also use TransX Services to share their deals and recommendations with friends and family.

#### A. **Eligibility**

You may use the Service only if you can form a binding contract with TransX, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by TransX.

#### B. **TransX Service.**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. TransX reserves all rights not expressly granted herein in the Service and the TransX Content (as defined below). TransX may terminate this license at any time for any reason or no reason.

#### C. **TransX Accounts**

Your TransX account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a TransX account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to TransX with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify TransX immediately of any breach of security or unauthorized use of your account. TransX will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in our clients’ website where you registered for the Services. By providing TransX your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your setting page located at our clients’ websites. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

#### **D. Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the TransX servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any

content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the TransX Service to a User's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other TransX Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. TransX shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **2. User Content**

Some areas of the Service allow Users to post content such as profile information, comments, questions, recommendations, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. TransX has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary

relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. TransX reserves the right, but is not obligated, to reject and/or remove any User Content that TransX believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and TransX's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

C. TransX may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

D. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

TransX takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose,

and you agree that TransX shall not be liable for any damages you allege to incur as a result of User Content.

### **3. User Content License Grant**

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to TransX a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and TransX's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

### **4. Purchases of Coupons**

A. **About.** Certain features of the Service may allow Users to purchase coupons or receive deals issued by third parties that can be redeemed for third party products and services or discounts on third party products or services ("Coupons"). The Service may also include features that allow you to negotiate the terms and conditions of Coupons with a third party issuer or business partner. You acknowledge that all Coupons made available on the Service are issued solely by our third party business partners and that TransX serves only as a marketing platform for third parties offering Coupons. You acknowledge that TransX is not a party to or liable for any agreement or transaction into which you enter with any third party Coupon issuer or business partner. Depending on your location, certain Coupons or other promotions may not be available to you. All Coupons are void where prohibited by law.

B. **Redeeming Coupons.** You may redeem all Coupons purchased through the Service solely in accordance with the terms and conditions provided by the third party Coupon issuer. You acknowledge that any terms and conditions associated with any Coupons, whether or not negotiated by you through the Service, are entered into solely between you and the third party offering the Coupon. You should carefully review any such terms and conditions, including without limitation any applicable expiration dates, prior to purchasing any Coupons. Any and all value associated with the Coupon is determined at the sole discretion of the third party issuing the Coupon, and TransX shall not be liable for any dispute arising out of or related to the terms and conditions of any Coupon, or any other dispute between you and the third party Coupon issuer. You further acknowledge that the third party Coupon issuer is solely responsible for providing any goods and services in connection with the Coupon, and TransX shall not be liable for any personal injury, property damage, or other

claims arising out of or associated with your purchase, redemption, or use of any Coupons or third party products or services.

C. **Payments for Coupons.** You represent and warrant that all information that you provide in connection with a purchase, transaction, or other interaction with the Service is accurate, complete, and current. You further represent and warrant that you have all legal rights necessary to use the payment method provided by you, and you agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or other monetary transaction with the Service at the prices in effect when such charges are incurred. You agree to pay any applicable taxes and processing fees, if any, relating to any such purchases or other monetary transactions. All payments through the Service are processed using a third-party payment processor. You acknowledge that TransX is not liable for any breaches of credit card or debit card security or privacy.

D. **Refunds for Coupons.** All refunds will be issued at the sole discretion of TransX or the third party that issued the Coupon purchased by you, unless stated otherwise in the terms and conditions associated with the Coupon purchased by you or otherwise required by law. Please direct all inquiries or concerns regarding any Coupon purchases or refunds to support@transxsystems.com.

E. **Mobile Wallet Account.** In order to purchase Coupons on the Service, you must register for an account provided by TransX for the purpose of storing Coupons purchased through the Service ("Mobile Wallet Account"). You represent and warrant that all information that you provide in connection with registering for a Mobile Wallet Account is accurate, complete, and current. All Coupons purchased through the Service will be stored in your Mobile Wallet Account so long as the Coupon remains valid, as determined by the third party Coupon issuer or by law. You acknowledge that all Coupons will be removed from your Mobile Wallet Account upon lawful expiration.

F. **Service Credits.** TransX may offer you redeemable credits in exchange for distributing Coupons to other Users ("Service Credits"). Service Credits may be redeemable for Coupons offered by our third party business partners. You acknowledge that Service Credits may be redeemed for Coupons solely in accordance with the terms and conditions provided by any third party Coupon issuers or other third party business partners accepting any such Service Credits. TransX may also provide functionality through the Service that allows you to exchange Service Credits for cash. All exchanges of Service Credits for cash are governed by additional payment terms that will be made available to you prior to engaging in any such transaction. Service Credits are not available for purchase, and you may not sell or transfer Service Credits to any third party. You acknowledge that there may be taxes and processing fees applicable to your exchange of Service Credits for Coupons or cash, and you agree to pay any and all such taxes and fees.

You agree that TransX has the absolute right to manage, regulate, control, modify and/or eliminate Service Credits as it sees fit in its sole discretion, in any general or specific case, and that TransX will have no liability to you based on its exercise of such right. All data on

TransX's servers are subject to deletion, alteration, or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON TRANSX'S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN TRANSX'S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. TRANSX DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON TRANSX'S SERVERS.

## **5. Sweepstakes and Contests**

From time to time, we may offer and/or co-sponsor contests, sweepstakes, raffles, promotions, and games on the Service. Each of these activities may be governed by specific rules listed on the Service. By participating in any such activities, you will become subject to those rules and we urge you to read any applicable rules. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

Third parties may also offer contests, sweepstakes, raffles, promotions, and games on the Service. You acknowledge and agree that you assume all risk and responsibility for your participation in any such contests, sweepstakes, raffles, promotions, or games. TransX expressly disclaims any and all liability in connection with your participation in any such third party sponsored activities.

## **6. Mobile Software**

A. **Mobile Software.** We may make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. TransX does not warrant that the Mobile Software will be compatible with your mobile device. TransX hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one TransX account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that TransX may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the

applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and TransX or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. TransX reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the TransX Service.

B. **Mobile Software from iTunes.** The following applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and TransX, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to TransX as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to TransX as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, TransX, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and TransX acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of



the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

## **7. Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “TransX Content”), and all Intellectual Property Rights related thereto, are the exclusive property of TransX and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any TransX Content. Use of the TransX Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place TransX under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, TransX does not waive any rights to use similar or related ideas previously known to TransX, or developed by its employees, or obtained from sources other than you.

## **8. TransX Property**

Certain aspects of the Service may allow you to obtain certain reputational or status indicators, such as “Influencer” or “Trendsetter,” and/or fictional property representing virtual achievements (“TransX Property”). You understand and agree that regardless of terminology used, TransX Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at TransX’s sole discretion. TransX Property is not redeemable for any sum of money or monetary value from TransX at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of TransX on TransX servers, including without limitation any data representing or embodying any or all of your TransX Property. You agree that TransX has the absolute right to manage, regulate, control, modify and/or eliminate TransX Property as it sees fit in its sole discretion, in any general or specific case, and that TransX will have no liability to you based on its exercise of such right. All data on TransX’s servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON TRANSX’S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY

REASON IN TRANSX'S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. TRANSX DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON TRANSX'S SERVERS.

## **9. Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy [http://transxsystems.com/docs/TransXSystems\\_Privacy\\_Policy.pdf](http://transxsystems.com/docs/TransXSystems_Privacy_Policy.pdf), and to have your personally identifiable information collected, used, transferred to and processed in the United States.

## **10. Security**

TransX cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **11. DMCA Notice**

Since we respect artist and content owner rights, it is TransX's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify TransX's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit TransX to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you 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 law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
TransX Systems, Inc.  
Address: 222 West Merchandise Mart Plaza, Suite 1212  
Chicago, IL 60654  
Telephone: 713-456-0399  
Email: [support@transxsystems.com](mailto:support@transxsystems.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

**Please note that this procedure is exclusively for notifying TransX and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with TransX's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.**

In accordance with the DMCA and other applicable law, TransX has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. TransX may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **12. Third-Party Links**

The Service may contain links to third-party websites, advertisers, services, special offers, coupons, promotions, or other events or activities that are not owned or controlled by TransX. TransX does not endorse or assume any responsibility for any such third-party sites, information, materials, Coupons, promotions, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and TransX's Privacy Policy do not apply to your use of such sites. You expressly relieve TransX from any and all liability arising from your use of any third-party website, service, or content, or any use or redemption of any Coupon. Additionally, your dealings with or participation in promotions or Coupons of advertisers found on the Service, including payment and delivery of goods and services, and any other terms (such as warranties) are solely between you and such advertisers. You agree that TransX shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers, or your use or purchase of any Coupons, products or services offered by third parties on the Service.

## **13. Indemnity**

You agree to defend, indemnify and hold harmless TransX and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers

and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your purchase, use, or redemption of any third party Coupons, products, services, or promotions found on the Service, or your participation in any third party contests or sweepstakes; (iii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (v) your violation of any applicable law, rule or regulation; (vi) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

#### **14. No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRANSX OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TRANSX, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

TRANSX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TRANSX SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TRANSX WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRANSX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL TRANSX BE RESPONSIBLE FOR ANY

DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRANSX 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 OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TRANSX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TRANSX HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TRANSX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

TransX expressly disclaims any and all liability in connection with your purchase or use of any third party Coupons, products, services, or promotions on the Service. You expressly acknowledge that TransX is not a party to any transactions between you and any third party provider of such Coupons, products, services, or promotions, and you assume sole responsibility for any transactions into which you choose to enter with any such third parties.

The Service is controlled and operated from facilities in the United States. TransX makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign

person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

**16. Governing Law and Arbitration.**

A. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in Illinois; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over TransX, either specific or general, in jurisdictions other than Illinois. This Agreement shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Cook County, Illinois for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

B. **Arbitration.** For any dispute with TransX, you agree to first contact us at [email] and attempt to resolve the dispute with us informally. In the unlikely event that TransX has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any TransX claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Cook County, Illinois, unless you and TransX agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TRANSX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**17. General**

A. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TransX without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. **Notification Procedures and Changes to the Agreement.** TransX may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by TransX in our sole discretion. TransX reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. TransX is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. TransX may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

C. **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with TransX in connection with the Service, shall constitute the entire agreement between you and TransX concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. **No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and TransX's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. **Contact.** Please contact us support@transxsystems.com with any questions regarding this Agreement.

This Agreement was last modified on June 1, 2018.