

TERMS AND CONDITIONS OF USE

ACCEPTANCE OF AGREEMENT

It is important that you read and review these terms and conditions carefully. Your use of this website and authorized affiliated sites - including www.BrandSpark.com; www.ShopperArmy.com; www.BestNewProducts.ca; www.BestNewProductAwards.biz; and www.BrandSparkMostTrusted.com; as well as related BrandSpark (including Shopper Army, Best New Product Awards and BrandSpark Most Trusted) surveys, websites, social media pages, internal website, intranet, logos, trademarks and any such BrandSpark mobile application (all collectively the "Site") - along with any and all content, products, features, applications, and services provided in connection with or via the Site (all collectively the "Services") are subject to the following Terms and Conditions of Use and such other additional or alternative terms, conditions, rules and policies which are displayed, or to which you may be directed, in connection with this Site or any of the Services (all collectively the "Agreement"), which constitute a legally binding agreement between you and BrandSpark International and all of its subsidiaries, companies and affiliates, including Shopper Army Inc., Best New Product Awards Inc., (all collectively, "BrandSpark"). By accessing and using any part of the Site and any of its related Services, you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, then you do not have permission to access the Site or use the Services. These terms and conditions of use reflect the latest Agreement, but can be amended and modified by BrandSpark from time to time without specific notice to you.

Important: If you are reading this for your use of our Shopper Army® Cash Back Program (the "Program"), please note that these Terms and Conditions apply to you, along with the special additional terms that are specifically found below on pages 9 to 13 inclusive below. Please also review these because if you continue to benefit from the Program, then you are deemed to accept all of these Terms & Conditions altogether and these form a legally binding agreement between you (the "Member") and Shopper Army. If you do not agree with these Terms & Conditions then please do not use the Program or any of its online applications ("Applications").

RESTRICTIONS ON USE AND ONLINE CONDUCT

Contents from the Site may not be modified, copied or distributed, republished, uploaded, posted, decompiled, or transmitted in any way, without the prior written consent of BrandSpark, except that you may view, download and print one copy of any content on one computer for your own personal, non-commercial home or archival use only, provided you do not delete or change any copyright, trademark, or other proprietary notices contained therein and subject to the restrictions set out in these terms of use. When used in whole or in part attribution must be made to the proper BrandSpark entity that conducted the work or is responsible for the material. The contents on the Site are provided for lawful purposes only. BrandSpark shall not be responsible for any third party's use of the contents; however, if such use is deemed to be inappropriate, improper, offensive, a misrepresentation or reproduced for the purpose of commercial means, BrandSpark may take appropriate legal action and/or take steps to publicly correct the record.

The Site and Services are directed to individuals of the age of majority in each jurisdiction who can form legally binding contracts under applicable law, and may not be used by persons in jurisdictions where access or use may be illegal or prohibited. It is your responsibility to determine whether your use of the Site and Services is lawful, and you must comply with all applicable local laws. If you do not have legal standing to agree to and accept this agreement you may not use this Site. If you have authorized a minor

to use the Site or any of the Services, you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Website or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that the Site may contain material that is inappropriate for minors.

Any conduct by a person that in BrandSpark's sole and absolute discretion restricts or inhibits any other person from using or enjoying the Site, is prohibited. You agree to use the Site and its Services only for lawful purposes and in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable local, state, national, and international laws, rules and regulations, You agree that you will not post on the Site or transmit any unlawful or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial, state, national or international law.

BrandSpark has the right to monitor the Site periodically and review content and activity related to the Site and Services for compliance with this Agreement. BrandSpark reserves, in its sole discretion, the right to remove content and suspend, terminate, deactivate or refuse registration or use of the Site or Services at any time, without notice and without liability, for any reason, including but not limited to violation of this Agreement, infringing on Intellectual Property and inactivity, and may also remove any content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights, and may disclose any information as necessary to satisfy any law, regulation or other governmental or court request, to operate the Site properly or to protect itself or other users of the Site.

OUTSIDE SITES AND LINKING

The Site or Services may contain references or links to third party web sites or services that are not owned or operated by BrandSpark. BrandSpark has no control over, and assumes no responsibility for the content, privacy policies or practices of, on or through any third party web site or services or products, including any webcasting or other form of transmission received from them. BrandSpark does not warrant the offerings, services or products of any of these third party sites or services. Any such references or links are being provided to you only as a convenience and are not meant to imply endorsement of such third party sites or services. You acknowledge and agree that BrandSpark shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

BrandSpark might permit certain third party links to its Site, provided that BrandSpark is provided with notice of such links and does not thereafter object to such linking. Illegal and/or unauthorized uses of the Services, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action may be taken. BrandSpark reserves the right to cancel and revoke the permission to any party to link to the Site at any time, for any reason, without any notice, and without any liability to such party or any other person.

INTELLECTUAL PROPERTY LAWS

All rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the Site shall remain the property of BrandSpark, and are protected by copyright, trademark and other intellectual property laws. You acquire no proprietary interest in any such rights. All Site content including but not limited to materials, design, text, graphics, images, logos, trademarks, buttons, icons, interfaces, audio and video clips, literary, musical, dramatic and artistic works, computer programs,

software, databases, text, information, data, code, sounds, sound effects, sound recordings, audio, musical compositions, performances, video, cinematographic works, photographs, pictures, illustrations and graphics (the "Content") and the selection and arrangements thereof are the exclusive property of BrandSpark, or its respective content providers, and are protected by applicable Canadian and international intellectual property laws and treaties, including copyright and trade-mark laws, and is owned by BrandSpark, licensed to BrandSpark, or otherwise provided by a third-party. Users of this Site shall not transmit/post any information to this Site that infringes the copyright or other intellectual property rights of others. Furthermore, you may not remove or obscure the copyright notice or any other notices contained in the site or anything retrieved or downloaded from them.

All software used on the Site is the property of BrandSpark or its respective software suppliers, and such software is protected by applicable laws. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the program or proprietary information related thereto.

All relevant trademarks (including but not limited to service marks, logos, word and design marks and trade names) used on the Site (collectively the "Marks") are solely owned by BrandSpark. The Marks may not be used without permission from BrandSpark in connection with any product or service that is not a product or service of BrandSpark or that is likely to cause confusion among customers, or that in any manner disparages or discredits BrandSpark. All other products, services, brands, company names, logos and designs used on the Site are the trademarks of their respective businesses and their owners. All trademarks are protected from reproduction, dilution and confusing or misleading uses. The display of third-party trademarks on the Site should not be taken to imply any relationship or license between BrandSpark and the owner of said trademark or to imply that BrandSpark endorses the wares, services or business of the owner of said trademark.

Any use of any of the Marks appearing on the Site without the express written consent of BrandSpark or the owner of the mark, as appropriate, is strictly prohibited. You may not use the Site or the materials on it in any manner that violates the privacy rights, publicity rights, copyrights, trademark rights, patent rights, contract rights, or any other rights belonging to us or a third party. We reserve the right, at any time and without notice, to suspend, cancel, or terminate your right to use the Site (or any portion of the Site) for violation (whether repeated or not) of copyrights or any other rights belonging to us or a third party.

The Shopper Army website and Program is powered by the Shopper Exploration Engine, which is proprietary to Shopper Army and is patent pending.

SUBMISSIONS AND USER-SUBMITTED CONTENT

Personally identifiable information that may be received at the Site is provided voluntarily by a visitor to the Site and is governed by the terms of our [**Privacy Policy**](#). We will never use your submissions or user generated content or other personal information in a manner that violates our Privacy Policy and any disclosure of personally identifiable information shall be strictly in accordance with BrandSpark's Privacy Policy.

All non-personal information shared in the Site and all BrandSpark surveys will be considered non-confidential and non-proprietary and shall immediately become the property of BrandSpark. Users of the Site may from time to time be encouraged to submit, post, email or upload survey responses, answers, remarks, opinions, comments, information, feedback, ideas, suggestions, graphics, images, photos and other materials or user submitted content to the site, through surveys, emails, email surveys or other channels connected to the Site (collectively the "Submission"). In so doing, you hereby assign all right,

title and interest and all intellectual property rights therein to the Submission to BrandSpark and grant to BrandSpark a non-exclusive, irrevocable, perpetual, royalty-free, unrestricted, transferable and worldwide license to use, store, copy, edit, adapt, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit it in connection with the site, the service and BrandSpark's business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) or the service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the site and/or the service a non-exclusive license to access your submission through the site and the service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform it in connection with their use of the site and service. BrandSpark will not be required to treat any such Submission as confidential, and will not be liable for any ideas for its business (including, without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future BrandSpark operations or contents. BrandSpark will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to any person sending the Submission. You acknowledge that you do not have or claim to have any right, title or interest in or to any of the aforementioned or other material produced hereunder and waive any right to inspect or approve the use of the submission and also any right to royalties or other compensation arising from or related to the use of the aforementioned submission.

BrandSpark is not responsible for any loss, damage, or corruption that may occur to your Submissions and does not warrant that Submissions will be protected against misuse by third parties. In particular, BrandSpark is not responsible for the infringement of the copyright in Submissions by other Users and will incur no liability for misuse by third parties.

As a user of the Site, you are to ensure that where you provide comments, feedback or survey responses to BrandSpark all such Submissions you make are truthful and reflect your own personal views. You are responsible for all Submissions you make to the Site and have full responsibility for the message, including its legality, reliability, appropriateness, originality, and you hereby represent and warrant that all Submissions you make do not infringe the intellectual property or other rights of any third parties. You agree to indemnify, defend and hold BrandSpark harmless for any liability arising due to the use or distribution of those materials. You acknowledge that you are prohibited from posting or transmitting to or from this site any unlawful, fraudulent, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

The distribution of any reward or incentive related to any program or contest administered by or through BrandSpark may be delayed until such time as any required verification or validation process of any prerequisite Submission is completed. If any such relied-upon Submission is found to be inauthentic, faulty, fraudulent, or in any way cannot be verified or validated, it is at the sole discretion of BrandSpark to reject the said Submission and the associated reward or incentive may therefore be withdrawn. In the case of Shopper Army, members are not allowed to create multiple accounts (with different emails, names, etc.) and if identified, these accounts will be suspended and all rewards associated to these accounts will be withheld or withdrawn.

If applicable, BrandSpark may, in its sole discretion, review Submissions and reserves the right to remove, delete, move or edit any Submission that it deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise objectionable or unacceptable, and you waive any moral rights you may have in having the material altered or changed in a manner not agreeable to you. BrandSpark is not responsible for the content of any Submission. Submissions represent the views and opinions of the user posting the Submission and do not represent the views or opinions of BrandSpark. While BrandSpark is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances,

including, without limitation, removing the offending Submission and terminating the user's right to access and use the Site.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY

When you use the site and/or participate herein, you understand and agree that your use of the Site and the Services is at your own risk. The Site and the Services and the information, services, content, products, software and all other materials contained or offered on or through the Site are provided on an "as is" and "as available" basis, with no warranties or guarantees of any kind and without any representation, warranty or condition of any kind, whether express or implied, statutory or otherwise, including without limitation any representation, warranty or condition regarding the quality, suitability, truth, accuracy, merchantability, fitness for a particular purpose, non-infringement, title, freedom from computer virus or other harmful code, and implied warranties arising from the course of dealing, usage or trade practice, or completeness of any of the services or the site, including without limitation any related content, information, product or services, software and all other materials. BrandSpark shall not be bound by any errors or omissions contained in this Site with respect to any Services offered on this Site. Information herein may be changed, removed or updated at any time without notice and for any reason. All materials and information posted to this Site are intended to be used for informational purposes only.

Without limiting the generality of the foregoing, BrandSpark makes no condition, guarantee, representation or warranty that: the Site will be compatible with your computer and software; the Site will be available or will function or operate without interruption or error; defects or errors in the Site will be corrected; the information available on or through the Site will be accurate, complete, reliable, suitable or timely; the access and use of the Site, including the browsing and downloading of any information, will be free of any viruses, Trojan horses, worms or other harmful code or destructive or disruptive components; the transmission of information to and from the Site will be secure; or the use of the Site will not infringe the rights (including intellectual property rights) of any person. Documents, information and graphics published on this site may include technical errors. In addition, BrandSpark will not be liable for the consequences of any interruptions or errors of the Site. We may change, restrict access to, suspend or discontinue the site or any part of it at any time. BrandSpark, its affiliates, partners, vendors and other relevant entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, the Site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of user information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to access or submit to the site. BrandSpark is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically flawed or misdirected submissions to the site.

Where relevant, the results of BrandSpark research, studies and surveys are based on feedback and opinions from consumers and do not reflect the opinions of BrandSpark. Consumers' experiences with the winning, described or selected products and/or brands may vary. Winners of the Best New Product Awards and BrandSpark Most Trusted are selected based on the products and categories entered into the competitions and are not necessarily reflective of the total market. Ratings, reviews and testimonials from Shopper Army are directly from consumers. BrandSpark does not warrant or represent that any individual consumer experience will be consistent with the results of any voting, selection, surveys, feedback or accompanying research.

Any and all responsibility for quality, performance or safety of any product or brand relevant to the Site rests with the individual manufacturer or participant. BrandSpark does not warrant or represent the quality or satisfaction with, or efficacy or safety of, any individual product or brand and is not liable for any actual or perceived defect in the quality, performance, efficacy or safety of any product or brand, or any injury or death resulting, or alleged to have resulted therefrom. BrandSpark shall not, under any circumstances, be liable for any amount exceeding a maximum liability limit of \$100 upon any claim or action in contract, tort, indemnity or contribution, or other claims relating to any product or brand in any way related to the Site. Product or brands related to the Site in any way are not manufactured by BrandSpark but may however be covered by each manufacturer's warranty, service, and support policy (if present). BrandSpark assigns and passes through to the customer any warranty of the manufacturer, and you as a user of the Site acknowledge that you shall have recourse only under such warranties and only as against the manufacturer of the products or brands. BrandSpark makes no representation of express warranty with respect to the product or brand except those stated in this document.

In no event shall BrandSpark, its officers, directors, employees, agents, licensors or their respective successors and assigns, be liable to you or any third party for any damages whatsoever, including but not limited to, any direct, indirect, special, punitive, exemplary, incidental, or consequential damages or any damages whatsoever or any damages for loss of business or use, loss of income or profits (anticipated or otherwise), savings or goodwill, delays, malfunction, production, economic loss or other intangible loss, whether in contract (including fundamental breach), tort (including negligence in any degree or misrepresentation), product liability, strict liability, or under any other theory of law or equity or form of action, arising from, connected with, or relating to the Site or Services (including the use, inability to use, or performance of the Site or Services), and regardless of any negligence or other fault or wrongdoing by BrandSpark, its employees or representatives, even if BrandSpark has been advised or ought to have known of the possibility of such claims or damages. No action or proceeding may be brought against BrandSpark with respect to any claim or dispute arising from the use of the site or services including the information, services, products, software and materials from this site.

You acknowledge that by way of this Agreement that BrandSpark makes the Site and Services available to you, in reliance on the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and BrandSpark. You expressly agree to the aforementioned limitations and exclusions of liability and disclaimers, which will survive and continue to apply in the case of a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any limited or exclusive remedy, or termination of this agreement. Where the disclaimer of certain warranties and the limitation of certain liabilities is prohibited by legislation in some jurisdictions, such legislative limitations may apply to you.

You represent and warrant that all of the information provided by you to the Site to participate in the Service is correct and current; and that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder. You release us from all liability for you having acquired or not acquired Content through the Site or the Services, and you agree that it is beyond our control as to which users gain access to the Site or use the Services; what effects the Site or Services may have on you; how you may interpret or use the Site or Services; or what actions you may take as a result of having been exposed to the Site or Services. BrandSpark makes no representations concerning any content contained in or accessed through the Site or Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Services.

INDEMNITY

You agree to defend, indemnify and hold BrandSpark, its affiliates, suppliers, licensors, co-branders, information providers, service providers, partners, directors, officers, employees, agents, representatives, and their respective successors and assigns, harmless from and against any and all liabilities, claims, costs and expenses, including without limitation reasonable legal fees and expenses, in connection with any claim or demand arising from, related to, or in connection with, your: (a) violation of this Agreement, (b) use of, or inability to use, the Site or any of the Services, or (c) use of, reliance on, placement, posting or transmission of, any Services available on or through the Site. Further, you will assist and cooperate as fully as reasonably required by BrandSpark in the defence of any such claim or demand.

USE OF COOKIES AND OTHER TECHNOLOGY (PASSIVE INFORMATION COLLECTION)

We use analytics to better understand who is using the Site, how people are using it and how to improve and enhance it. Therefore, as you navigate through this Site, some of your anonymous user information may be passively collected (which you did not actively provide) including, but not limited to, time of visit, pages visited, the length of your user session, time spent on each page of the Site, IP address, type of operating system used, browser type used, and domain name, possibly using various technologies and means, such as Internet Protocol address, cookies, Internet tags, navigational data collection, digital fingerprinting, etc. Most browsers have an option for disabling the cookie feature, which will prevent your browser from accepting cookies. No such above-described information that is collected is shared by BrandSpark with third parties for advertising or other purposes except that it may be disclosed to those of BrandSpark's contractors who assist with programming and technical aspects of hosting and operating the Site. Transmissions to and from this Site may not be confidential and consequently, may be read or intercepted by others.

TERMINATION OF USAGE

BrandSpark may, without incurring any liability to you, terminate access by you or suspend any access to all or part of the Site, without notice, for any conduct that BrandSpark, in its sole and absolute discretion, believes is in violation of any applicable law or this Agreement, or is harmful to the interests of BrandSpark or any other party or the Site.

GOVERNING LAW

This Agreement, the Site, the Services, Terms & Conditions, the Privacy Policy, Program, Applications, Information, and any related matters shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of laws principles or rules, and notwithstanding your domicile, residence or physical location. All disputes, controversies or claims arising out of or in connection with the Agreement, the Site, the Services, Terms & Conditions, the Privacy Policy, Program, Applications, Information, and any related matters shall be submitted to and be subject to the exclusive jurisdiction of the courts of the Province of Ontario (or the federal courts of Canada, as applicable) located in the City of Toronto. You submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with any of the above.

SEVERABILITY

If any provision of this Agreement is found to be invalid, unenforceable or contrary to law, that provision shall be enforced to the maximum extent possible and the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect. BrandSpark's failure to insist

upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

WAIVER

The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default and shall not act to amend or negate the rights of the waiving party.

ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between BrandSpark and you, and between you and Shopper Army with respect to the Applications and the Program, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement. The Terms and Conditions may be, at our sole discretion, modified or replaced at any time, with or without notice. All revisions will be posted to this Site. By continuing to access or use our Site and Services or by your continued participation in the Program after any revisions become effective, you agree to be bound by the revised terms and you are deemed to have accepted any such modification.. It is your responsibility to check the Terms & Conditions regularly to determine whether the Terms & Conditions have been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program or cease using the Site or Services. If you have questions with respect to these Terms and Conditions of Use you can reach us by sending an email to info@brandspark.com .

Shopper Army® Cash Back Program: Specific Terms & Conditions

Shopper Army® Cash Back Program (the "Program")

Shopper Army® offers a service that allows Members to earn cash back on purchases made on Amazon.ca ("Cash Back"). Joining and using Shopper Army is free and simple, requiring only your email address, password, first name, last name, postal code, gender and birth year to get started. Shopper Army does not sell, rent or give your personal information to third parties, and Shopper Army does not 'spam' its Members. Shopper Army does not install software on your computer without your explicit consent. In other words, there is no 'catch'. Shopper Army receives a fee for referring buyers to Amazon and uses that fee to pay Members Cash Back on their purchases.

Program Membership and Computer/Internet Use

You understand that before accessing a service by becoming a Member of our Program, it is your responsibility to take protective measures to guard against computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that you have a complete, current and secure back-up of information and software on your computer or other devices that you may use to access the Program. Shopper Army is not responsible for any additional charges that you may incur for using the Program, such as data or other telecommunication or Internet or wireless service provider fees.

Becoming a Member

By enrolling as a Member in the Program, or by utilizing any of Shopper Army online applications ("Applications"), you agree to be bound by these Terms & Conditions and the Privacy Policy. In order to enroll as a Member you must provide an email address, password, first name, last name, postal code, gender and birth year so that Shopper Army can inform you when money or other rewards are credited to your account. Members must be at least eighteen years old and agree not to use the Program for any illegal, fraudulent or misrepresentative activity. Please be aware that participation in the Program and the opportunity to earn Cash Back are offered at the sole discretion of Shopper Army, and Shopper Army has

the right to change these Terms & Conditions in whole or in part, at any time, with or without notice. When signing-up for the Program, you consent to the collection and use of your personal information by Shopper Army for the purpose of creating your account. You must provide correct, current and complete information during the registration process. User information must be current and kept up to date. You may not pretend to be someone else or imitate or fake their identity. You will create a login and password to your account, which is unique to your account and must be kept confidential at all times (the "Active Account"). You may also be able to create an account by using a third party social media account, such as Facebook, and you will be able to link your Amazon account. In order to take advantage of the Program you will also be required to have your own Amazon user account.

Each Shopper Army Account is intended to apply to a single user. Should you choose to share your Account with a family member or a friend, you will have to share your login information with them and give them permission to view your account and information. You agree that you are responsible for all activities and transactions that occur through your account. You will promptly notify Shopper Army if you become aware of any unauthorized access or use or other misuse of your account. We may terminate or suspend your account at any time, without notice to you, if we believe your use of the Program breaches these Terms & Conditions, such as if your user information is incorrect, not current, or if your account has been breached or misused.

Earning Cash Back

To earn back a portion of your purchases as Cash Back, you must choose a product, or other offer displayed on Shopper Army or in a Shopper Army Application, click the accompanying shopping link to be directed to Amazon's website ("Affiliate Store"), and then complete a purchase to earn Cash Back on your net purchase amount. Specific Cash Back amounts vary by product category and are provided in detail at www.ShopperArmy.com. Please note that the net purchase amount excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Please check the complete list of categories and associated Cash Back amounts, as well as categories where no Cash Back may be payable.

An Affiliate Store may exclude a limited number of products and purchases from the Program. Shopper Army does its best to minimize and maintain an up-to-date list of exclusions on Shopper Army but cannot guarantee complete accuracy of all exclusions. Additionally, to earn Cash Back, you must complete your purchase during the same unique shopping session that you start after clicking on the Shopper Army link. If you visit other affiliate sites before completing your purchase or use coupons not provided by Shopper Army, your purchase might be associated with a service other than Shopper Army and you might not earn Cash Back from Shopper Army on your purchase. If you disable cookies on your computer you will not be able to earn Cash Back, as cookies are used to authenticate you and allocate Cash Back to your account.

Earning Bonuses & Other Rewards

Shopper Army periodically may offer monetary bonuses or other rewards for sign-up in the Program, for referring other new Members, or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from these Terms & Conditions. To qualify for a referral bonus or other reward, a Member must refer a new Member who establishes his or her own Active Account and makes his or her own minimum qualifying purchases within the first ninety (90) days of becoming a Member. Please note that any referral bonuses are given solely for the purpose of attracting new Members to Shopper Army and are not applicable for current or returning members. An individual person is only eligible for one referral bonus or other reward per individual person referred.

Receiving Cash Back Payments

To receive payment of accrued Cash Back and any other rewards, you must establish and maintain an

Active Account with Shopper Army with the information necessary to process your payment: a valid email address at which you are able to receive email, a valid Canadian address (excludes P.O. Box) at which you are able to receive mail, your first and last name, and a password to protect your account. To maintain your Active Account, you must update your information if it changes and have shopped via Shopper Army or a Shopper Army Application or have accrued Cash Back at any time within the last twelve (12) months.

Shopper Army endeavours to pay its Members accrued Cash Back and other rewards every 2 months, at a minimum. Once the purchase is verified by Shopper Army, the Cash Back amounts become available in the account 30 days after the product is shipped due to Amazon's return policy.

Purchases made through the Shopper Army's Cash Back site using the affiliate links will be tracked and should appear as "pending" on your account's page within 7 days. If you made a purchase through our system and have not seen the cash back tracked in your account within 7 days, please contact us. Within approximately 35 days of product shipping, the Cash Back earning will move from "pending" to "valid" in your account – and will be added to your account balance. This time period is used to confirm the product has indeed been delivered and you have had an opportunity to return it if you wish (cash back is not earned on any products returned to Amazon).

As the balance in your account grows, you will be able to request payouts from Shopper Army. Shopper Army pays its members in Canadian dollars via Amazon e-gift card (minimum \$5.00) or via PayPal (minimum \$35). We process payouts regularly, and will do our best to ensure your payout is sent out within a maximum of 60 days from your request.

Cash Back payments relating to purchases you make at the Affiliate Store may be delayed due to delayed processing and reporting by the Affiliate Store. We do our best to expedite payments. Shopper Army reserves the right to delay payment for any purchase based on changes to Affiliate Store policies and procedures at any time.

Updating & Maintaining Your Account

You must be logged into Shopper Army and enter your password to change your account information. You may check your account status and recent earning history at any time via the My Account section on the Shopper Army Website. For security purposes, it is recommended that you memorize your password and not write it down. You are responsible for keeping your password and other account information confidential. Shopper Army is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password.

Receiving Communications from Shopper Army

By signing up for Membership at Shopper Army, you agree to receive communications that are account and Membership related (e.g., that we've added money to your account, that your account is now ready for payment, etc.) as well as periodic shopping-related emails that highlight coupons and special deals that are available to Shopper Army Members and newsletters and other communications. You can opt-out of receiving emails that are not account-related by either (i) visiting your account page and clicking on the Subscriptions link, or (ii) following the unsubscribe link in any of the emails. Since we need to communicate account information with you in order to operate our Program, you cannot unsubscribe from account information emails if you wish to continue with the Program and receive Cash Back. But rest assured that we don't send account emails unnecessarily. If you do not wish ever to hear from Shopper Army, even if just to hear that we awarded you Cash Back, you can close your account by contacting Shopper Army.

Protecting Your Information

Shopper Army does not sell or rent your information to third parties. Shopper Army requires your name and address in order to send you payment of Cash Back and other rewards earned through Shopper Army. Any other information gathered by Shopper Army will be used only to improve your Shopper Army experience, for example by minimizing the irrelevant content or offers you see and increasing the relevant offers you see. Such information might include your preferred types of offers or shopping categories. As detailed in Shopper Army Privacy Policy, Shopper Army does not disclose your information to third parties except as necessary (i) for Shopper Army agents and service providers to make payments to you; (ii) to comply with government agency or court orders or requests; or (iii) for Shopper Army to send Shopper Army communications to you.

Using Shopper Army Applications

Shopper Army does not install or require you to install any software to access the Program. Members can earn Cash Back on their purchases by using only the web site www.ShopperArmy.com.

Links and Content

Shopper Army does not review or control, and is not responsible for, any websites linked from or to the Shopper Army website or any Shopper Army Applications, the content of those websites, the privacy practices of those websites, the third parties named therein, or their products or services. Linking to any other website is at your sole risk and Shopper Army will not be responsible or liable for any damages in connection with such linking. You may not gather, extract, reproduce and/or display on any other non-Shopper Army website or other online service, any material on or from the Shopper Army Applications, whether or not by the use of spiders or other 'screen scraping' software or system used to extract data without the express consent of Shopper Army.

Inactive Member Accounts & Termination of Program Membership

Membership in the Shopper Army program is free: there is no charge to be a Member or to earn and receive Cash Back. If your account is inactive for more than twelve (12) consecutive months, Shopper Army reserves the right to debit your Shopper Army account balance two dollars (\$2.00) per month to recover the cost of account maintenance until (i) you reactivate your account by starting a shopping session via Shopper Army or Shopper Army's Applications, completing a qualifying purchase, or updating your account information (providing a valid name, email and mailing address), or (ii) your account balance is zero. If the balance in your inactive account is or becomes zero, Shopper Army will close the account permanently and cease to maintain your account records and Program access. The inactive account maintenance charge will not cause your account balance to become negative and will not cause you to owe money to Shopper Army.

Program Limitations, Qualifications and Disclaimers

Membership in the Program is subject to the Terms & Conditions. All Affiliate Store membership and/or operating agreements as they relate to their affiliate or partner programs with Shopper Army and which reside on the Affiliate Store's respective websites are hereby incorporated into these Terms & Conditions by reference.

Membership in the Program is limited to individuals who are 18 years of age or older. Members may not use scripts or disguised redirects to derive financial benefit from Shopper Army. Members must have Internet access and maintain a valid email address to be eligible to receive the privileges and benefits of Membership.

Any failure to comply with these Terms & Conditions, any fraud or abuse relating to the accrual or receipt of Cash Back rewards, or any misrepresentation of any information furnished to Shopper Army or its affiliates by you or anyone acting on your behalf may result in the termination of your Membership in the

Program and forfeiture of your accrued Cash Back rewards.

The determination of whether or not a purchase made through a Shopper Army Affiliate Store qualifies for Cash Back is at the sole discretion of Shopper Army. If an Affiliate Store fails to report a transaction to Shopper Army or withholds payment to Shopper Army for any reason, Shopper Army reserves the right to cancel the Cash Back associated with that transaction. If Shopper Army has any reason to suspect that fraudulent activity is associated with your account, Shopper Army reserves the right to delay or withhold payment of Cash Back. Shopper Army may request you forward the Affiliate Store order confirmation in order to validate purchases that qualify for Shopper Army Cash Back. You give Shopper Army permission to review your account with Affiliate Stores in cases where Shopper Army suspects fraudulent activity. Shopper Army is not responsible for lost or stolen payments, including gift cards. Shopper Army is not responsible for payments delivered to the wrong address through no fault of Shopper Army or for payment errors made by third party payments processors such as PayPal.

It is your responsibility to check your account regularly to ensure that Cash Back has been properly credited and paid and that your account balance is accurate. If you do not believe that Cash Back has been correctly credited to your account you must contact Shopper Army Member Service within 90 days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

You may be taxed on your receipt of Cash Back payments and other consideration (merchandise, travel, etc.) for Member referrals, depending on the tax laws of federal, provincial, and local jurisdictions. Shopper Army may choose to provide you with those notices to you on occasion. In all instances, you will be solely responsible for any and all tax liability arising out of the consideration received for Member referrals. Shopper Army is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal from the Program, or for any effect on accrual of Cash Back caused by such changes, discontinuance, or withdrawal. Shopper Army is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliate Store site.

Shopper Army is not responsible, and will not be liable to you or anyone else, for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with its website, Program or Applications or the information, material and content provided in the pages of the site and Applications (the "Information"), or your ability or inability to access or use the website, Program, Applications or Information, or any action or decision made by you in reliance on the website, Program, Applications or Information, or any errors in or omissions from the website, Program, Applications or Information, or any unauthorized use or reproduction of the website, Program, Applications or Information, even if Shopper Army has been advised of the possibility of these damages. Members agree to indemnify and hold Shopper Army, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable legal fees, made by any party due to or arising out of a Member's use of the above.

Shopper Army provides its website, Program, Applications and Information on an "as is, where is" basis and does not make any express or implied warranties, representations, or endorsements with respect to the website or the information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Shopper Army reserves the right to terminate the Program at any time with or without notice. Shopper Army does not warrant, guarantee, or make any representations regarding the quality or accuracy of advertisements for any products or services offered or provided by Affiliate Stores in conjunction with the Program. In addition, Shopper Army does not warrant that access to this site or use of its Applications will be uninterrupted or error-free, and Shopper Army assumes no responsibility for any

damage caused by your access or inability to access the site, Program or its Applications.

Further, Shopper Army does not represent or warrant that the site, Program or Applications will be available and meet a Member's requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

General

The Program and its associated services of Shopper Army that are described, made available or provided on the site and Applications may be changed or withdrawn at any time without notice and are subject to the terms and conditions of the applicable agreements governing their use in force at the time of the provision of the service, in addition to the Terms & Conditions. In the event that the Terms & Conditions are inconsistent with the terms of any agreement that a member may have with Shopper Army regarding a specific service or software, the terms of that agreement will govern.

The Information is believed to be reliable when posted, but there is no guarantee that it is accurate, complete or current at all times. Without limiting the generality of the foregoing, the Information may include technical inaccuracies or typographical errors, and Shopper Army and its officers, directors, employees and agents have no obligation to update the Information. The Information or the Website may be changed, withdrawn or terminated at any time without notice.