

## **TERMS OF SERVICE**

EZLOOKY, INC. provides an on-line coupon printing and online marketing service. By accessing the Site, you indicate your acknowledgement and acceptance of these Terms of Service (TOS). Please read the Terms of Service carefully before subscribing to the Service. If you do not accept the terms and conditions of this Terms of Service, you may not access or use the Service. EZLOOKY, INC. may modify this Terms of Service from time to time, and such modifications shall be effective immediately upon posting of the modified Terms of Service. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Terms of Service.

## **CONTENT**

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person or business from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that ezlooky does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the ezlooky site and Content available through this Service may contain links to other websites, which are completely independent of ezlooky. Ezlooky makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will ezlooky be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that ezlooky does not pre-screen or approve Content, but that ezlooky shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the the standards set forth by ezlooky or spirit of the TOS or for any other reason.

## **THIRD PARTY CONTENT, SITES, AND SERVICES**

EZLOOKY.COM and Content available through the Service may contain features and functionalities that may link or provide you with access to a third party content which is completely independent of ezlooky, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that ezlooky shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that ezlooky is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release ezlooky, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. California residents waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **PRIVACY AND INFORMATION DISCLOSURE**

Ezlooky has a Privacy Policy to explain to users how their information is collected and used.

<http://www.ezlooky.com/privacy.html>

Your use of ezlooky.com or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that ezlooky may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOS; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of ezlooky, its users or the general public.

## **BILLING**

By subscribing to the Service you will be charged for your subscription (excluding free or no cost subscriptions) to the service (the "Subscription Fee") within the same 24-hour period that your registration is completed. All Subscription Fees are subject to change upon notice from EZLOOKY, INC. By subscribing to the Service you authorize EZLOOKY, INC. to charge the applicable Subscription Fees to your designated billing payment method. Furthermore, you agree that all agreements, invoices, notices and other communications related to your subscription to the Service that we provide to you electronically satisfy any legal requirements that such communications be in writing.

## **PAYMENT**

For purpose of your subscription to our Service, you agree to provide us with true, accurate and complete information as required by our subscription process (the "Subscription Data"). Subscription Data includes your legal name, billing address, telephone number, e-mail address and method of payment (the "Designated Payment Method"). The Designated Payment Method may include credit cards, electronic funds transfer, electronic data interchange, or other pre-arranged method of payment authorized by EZLOOKY, INC. Payment of Subscription Fees shall be made by the Designated Payment Method.

Where payment is made by credit card, or electronic funds transfer or electronic data interchange such payment is subject to the approval of the financial institution issuing the payment. EZLOOKY, INC. will use its best efforts to process your payment on the same day you are charged the Subscription Fee. However, it is understood that due to circumstances beyond the control of EZLOOKY, INC., particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take longer. EZLOOKY, INC. is not liable in anyway if the financial institution refuses to accept or honor the transfer for any reason. If your financial institution, or the holder of the account from which you have designated payment is unable to process a transaction (for example, there are not sufficient funds in your account to cover the transaction), the transaction may not be completed.

## **CANCELLATION**

The agreed term of your contract billing will continue on the same monthly cycle until written notification of cancellation is received. Cancellation can only occur after the last payment of the agreed term. All cancellations must be submitted in writing to [cancel@ezlooky.com](mailto:cancel@ezlooky.com) and will be reviewed on the last day of each month. If it is determined that the request is valid and is after the agreed term of contract, the account will immediately be deactivated and billing will stop on the next scheduled date. No cancellations will be completed mid-month and no prorated billing will be granted under any circumstances nor will cancellations be considered until the contracted term of service is complete.

## **REFUND POLICY**

Ezlooky, Inc. will not, under any circumstances, issue monetary refunds for early subscription cancellations. If you have any questions about charges made to your account, please contact us immediately. We will credit your account the appropriate amount if charges were made in error by Ezlooky, Inc. However, any subscriber who

unreasonably disputes a valid credit card payment will be subject to a \$75.00 charge per chargeback, payable to Ezlooky, Inc.

### **CONTENT POSTED PURSUANT TO SUBSCRIPTION**

You understand and agree that EZLOOKY, INC. may review and delete any content, message, photo, link, logo or coupon (collectively, "Content") that in the sole judgment of EZLOOKY, INC. violate the Terms of Service or which might be offensive, inappropriate, illegal or that might harm or threaten the safety of other subscribers.

You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other subscribers.

Content that is illegal or prohibited on the Service includes Content that:

- is patently offensive to reasonable subscribers, such as content that promotes physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- promotes information that you know is false, misleading or promotes illegal activities or conduct that is obscene, defamatory or libelous;
- promotes or solicits an illegal or unauthorized copy of another person's copyrighted work, such as providing or soliciting pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protection devices, or providing pirated music or links to pirated music files;
- seeks to impersonate any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.

You must use the Service in a manner consistent with any and all applicable laws and regulations.

You may not transmit any chain letters, junk e-mail or spam to other members through the Service.

### **PRIVACY**

Please review our Privacy Policy to better understand our practices. Subscription Data and certain other information about you are subject to our privacy policy. For more information see your entire Privacy Policy.

### **INTELLECTUAL PROPERTY RIGHTS**

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### **TERMINATION OF SERVICE**

You agree that ezlooky, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if ezlooky believes that you have acted inconsistently with the letter or meaning of the TOS. Further, you agree that ezlooky shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.

### **DISCLAIMERS OF WARRANTIES**

The products, offerings, content and materials (including, without limitation, the Service) on this website are provided "as is" and without warranties of any kind, either express or implied. Ezlooky, Inc. has no control over the legality of any coupons or other offers made by merchants, the ability of any of the merchants to complete the sales in accordance with the offers, or the quality of the goods or services offered by the merchants. Ezlooky, Inc. has no control over whether merchants will honor the offers shown as part of the subscription and does not guarantee the accuracy or completeness of the information contained on this site. Ezlooky, Inc. disclaims all warranties, express or implied, including but not limited to warranties of title or implied warranties of merchantability, fitness for a particular purpose, title, security, accuracy or non-infringement.

Neither Ezlooky, Inc. nor any of its affiliates, licensors, licensees, service providers or suppliers warrant that this website or any function contained in this website will be uninterrupted or error-free, that defects will be corrected, or that this website or the servers that make this website available are free of viruses or other harmful components.

In the event you have a dispute with a vendor in any way relating to this site or the use of information from this site, you agree to waive and release Ezlooky, Inc. from any and all claims, demands, actions, damages (actual and consequential), losses, costs or expenses of every kind and nature, known and unknown, disclosed and undisclosed relating to that dispute.

## **LIMITATION OF LIABILITY**

You expressly understand and agree that Ezlooky, Inc. and its affiliates shall not be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, incidental, special, consequential damages (including lost savings, profit or business interruption even if notified in advance of such possibility), exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss profits, goodwill, use, data or other intangible losses (even if Ezlooky Inc. has been advised of the possibility of such damages), arising out of or pertaining to the subject matter of this agreement or the use of the site.

## **PASSWORD AND SECURITY**

The Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent or has authorized payments without your permission, you must notify Ezlooky, Inc. immediately.

## **UNAUTHORIZED USAGE OF COUPONS**

Unauthorized or illegal duplication of coupons is prohibited under the Terms of Service. You promise that you will not improperly or illegally duplicate coupons downloaded as part of the Service. Unauthorized copying of Coupons may result in termination of the Service. Tracking methods are in place and abuse of this coupon system is illegal.

## **MISCELLANEOUS TERMS**

The Terms of Service are governed and shall be construed in accordance with the laws of the State of Arizona, excluding its choice of law rules. The Terms of Service constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between Ezlooky, Inc. and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of the Terms of Service will remain in full force and effect.