

TERMS AND CONDITIONS AGREEMENT USER WITH “SHELFIE, INC.”

The terms and conditions of this agreement shall be considered to be legally binding between the user and the service provider/creator, “Shelfie, Inc.”.

Terms of Use

These Terms of Use are effective on January 1, 2016.

By accessing or using the Shelfie, Inc. website, the Shelfie, Inc. service, or any applications (including mobile applications) made available by Shelfie, Inc. (together, the "Service"), however accessed, you agree to be bound by these terms of use (Terms of Use"). The Service is owned or controlled by Shelfie, Inc. **These Terms of Use affect your Legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.**

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SHELFIE, INC. WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

By accessing this service, the user also certifies and confirms that the user is of legal age (at least 18 years of age) and under no constraint or undue influence and is using this service of their own free will.

User also understands that “Shelfie, Inc.” is a Rhode Island Corporation and that any disputes and or disagreements between the user and Shelfie, Inc. shall be governed by the General Laws of the State of Rhode Island.

The user herein also certifies that the user has read this agreement line by line, has had the opportunity to have said user agreement reviewed by their own legal counsel at their own expense, or has chosen not to have said agreement reviewed by legal counsel and hereby agrees that the terms of this agreement to be fair and reasonable. By accessing this service the user again, agrees to be bound by the terms and conditions of this user agreement and also agrees to indemnify and hold Shelfie, Inc. harmless from any and all damages that may occur as a result of the user’s improper or illegal use of this service. In the event any damages occur for any reason as the result of the user’s improper or illegal use of this service, the user herein shall be also responsible for any and all costs, expenses and attorney fees in the defense or prosecution of any and all claims.

Basic Terms

1. You must be at least 18 years old to use the Service, to be eligible to receive any prizes awarded on this service.
2. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
3. You are responsible for any activity that Occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Shelfie, Inc. prohibits the creation of and you agree that you will not create an account for anyone other than

yourself. You also represent that all information you provide or provided to Shelfie, Inc. upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy,

4. You agree that you will not solicit, collect or use the login credentials of other Shelfie, Inc. users.
5. You are responsible for keeping your password secret and secure.
6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
7. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service. You also agree that the service, "Shelfie, Inc." may use any and all content, including but not limited to, the list of activities in this paragraph as well as any photos or any other types of images of the user for any and all purposes without the service being required to pay any type of licensing fees etc to the user.
9. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Shelfie, Inc..

10. You must not access Shelfie, Inc.'s private API by means other than those permitted by Shelfie, Inc.. Use of Shelfie, Inc.'s API is subject to a separate set of terms available from Shelfie, Inc.
11. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any Shelfie, Inc. users.
12. You must not use domain names or web URLs in your username without prior written consent from Shelfie, Inc.,
13. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Shelfie, Inc. page is rendered or displayed in a user's browser or device.
14. Shelfie, Inc. has the absolute and unfetter right to monitor any and all posts by any and all users for content and Shelfie, Inc. may at any time, without notice to the user, delete any and all material Shelfie, Inc., deems inappropriate, and/or illegal. Said monitoring and termination of the use of this service may be done at any time at the servicer's sole discretion without any liability to the servicer "Shelfie, Inc." for any reason.
15. You roust not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
16. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Shelfie, Inc. terms.
17. Violation of these Terms of Use may, in Shelfie, Inc.'s sole discretion, result in termination of your Shelfie, Inc. account. You understand and agree that Shelfie, Inc. cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Shelfie, Inc., we can stop providing all or part of the Service to you.

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your Shelfie, Inc. account by logging into the Service and completing the form available on the application. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your overcame and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others).
2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
3. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.
4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We reserve the right to force forfeiture of any username for any reason.
6. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
7. You are solely responsible for your Interaction with other users of the Service, whether online or offline. You agree that Shelfie, Inc. is not responsible or liable for the conduct

of any user. Shelfie, Inc. reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

8. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Shelfie, Inc. does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Shelfie, Inc. is in no way responsible or liable for any such third-party services or features.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (I) if you use an Application to share information, you are consenting to information about your profile on the Service being shared: (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Shelfie, Inc. has not itself provided such information; and (it) your use of an Application is at your own option and risk, and you will hold the Shelfie, Inc. Parties (defined below) harmless for activity related to the Application.

- 9 You agree that you are responsible for all data charges you incur through use of the Service.
- 10 We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Shelfie, Inc.'s express consent).

Mobile Features

In addition to the general terms applicable to the Services, the following terms apply to Services designed for wireless devices ("Mobile Features"), which we offer only to users who are 18 years of age or older and located in the fifty U.S. states or the District of Columbia unless otherwise noted:

Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged. In addition, you agree that we may arrange for Mobile Features billing through your wireless provider and that your wireless provider may invoice you for the applicable fees or deduct them from your prepaid balance. You may not transfer or copy any Content without permission from the wireless device on which you originally received Content to any other device, including, without limitation, any computer or another wireless device.

To cancel a Mobile Feature that involves a subscription fee, you must follow the instructions included in the terms and conditions applicable to that Mobile Feature; otherwise, you will continue to incur subscription charges. If you stop a subscription-based Mobile Feature in the middle of a billing cycle, you will not receive a refund for that billing cycle.

Fee-Based Services

If you accept fee-based products or features, you agree to the terms and conditions governing all such purchases, including all requirements to pay applicable fees and charges.

We will notify you of any changes to fees and charges. Billing for all mobile subscription services will be governed by the Mobile Features section of these Terms unless the terms of the subscription say otherwise.

We may offer trial subscriptions to paid services for free or at special discounted prices. Unless otherwise stated, these trial subscriptions and any other subscription services we provide will be automatically renewed at the current subscription rate if you do not cancel before the end of the trial or subscription period. You may need to cancel your subscription at least 10 days prior to its renewal date in order to avoid further charges.

Unless otherwise stated, all fees and charges are non-refundable, including for unused portions of cancelled subscriptions. We do not provide price protection or refunds in the event of a price drop or promotional offering.

Rights

1. Shelfie, Inc. does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Shelfie, Inc. a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service's Privacy Policy, including but not limited to sections 3 ("Sharing of Your Information"), 4 (How We Store Your Information"), and 5 "Your Choices About Your Information"). You can choose who can view your Content and activities, including your photos, as described in the Privacy Policy.

2. Privacy Policy; Additional Terms

Our Privacy Policy describes our practices concerning data that you provide or that we may collect about you through the Services, and you consent to our use of data in compliance with the Privacy Policy.

Additional terms may apply to your use of the Services. We will provide these terms to you or post them on the Services to which they apply; they are incorporated by reference into these Terms.

If there is a conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control.

Sweepstakes, contests, and promotions on the Services may also have additional rules and eligibility requirements, such as certain age or geographic area restrictions, and you are responsible for complying with these rules and requirements.

3. Registration and Access Controls

You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately.

We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use.

If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes. You may not access any age-restricted Services unless you are above the required age.

4. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Shelfie, Inc. may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
5. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
6. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the Legal right and capacity to enter into these Terms of Use in your jurisdiction.
7. The Service contains content owned or licensed by Shelfie, Inc. ("Shelfie, Inc. Content"). Shelfie, Inc. Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Shelfie, Inc., Shelfie, Inc. owns and retains all rights in the Shelfie, Inc. Content and the Service.

You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Shelfie, Inc. Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Shelfie, Inc. Content.
8. The Shelfie, Inc. name and logo are trademarks of Shelfie, Inc., and may not be copied, imitated or used, in whole or in part, without the prior written permission of Shelfie, Inc., except in accordance with Our brand guidelines. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Shelfie, Inc., and may not be copied, imitated or used, in whole or in part, without prior written permission from Shelfie, Inc..

9. Although it is Shelfie, Inc.'s intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Shelfie, Inc. reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by Shelfie, Inc., including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Shelfie, Inc. encourages you to maintain your own backup of your Content. In other words, Shelfie, Inc. is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. Shelfie, Inc. will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
10. You agree that Shelfie, Inc. is not responsible for, and does not endorse, Content posted within the Service. Shelfie, Inc. does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
11. Except as otherwise described in the Service's Privacy Policy, available at [\[link\]](#), as between you and Shelfie, Inc., any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Shelfie, Inc. is non-confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Shelfie, Inc. in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Shelfie, Inc., and Shelfie, Inc. will not be liable for any use or disclosure of any Content you provide.

12 It is Shelfie, Inc.'s policy not to accept or consider content, information, Ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings If your ideas are similar to those we have developed or are developing independently. Accordingly, Shelfie, Inc. does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that Shelfie, Inc. is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

Reporting Copyright and Other IP Violations

1. We respect other people's rights, and expect you to do the same
2. We provide you with tools to help you protect your intellectual property rights. Any and all comments and or questions or to report and potential violations of any intellectual property rights should be directed to the service provider "Shelfie, Inc."
3. If you repeatedly infringe other people's Intellectual property rights, we will disable your account when appropriate.

Disclaimer of Warranties

THE SERVICE, INCLUDING, WITHOUT LIMITATION, SHELFIE, INC. CONTENT, IS PROVIDED ON AN 'AS IS', "AS AVAILABLE" AND WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER SHELFIE, INC. NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "SHELFIE, INC. PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE SHELFIE, INC. CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO SHELFIE, INC. OR VIA THE SERVICE. IN

ADDITION, THE SHELFIE, INC. PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS,

THE SHELFIE, INC. PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE SHELFIE, INC. PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION {INCLUDING ANY INSTRUCTIONS} ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SHELFIE, INC. PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE SHELFIE, INC. PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE SHELFIE, INC. PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

Limitation of Liability; Waiver

UNDER NO CIRCUMSTANCES WILL THE SHELFIE, INC. PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND {INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE SHELFIE, INC. CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SHELFIE, INC. PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USERS COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION. INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE SHELFIE, INC. PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE SHELFIE, INC. PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE
LIMITATION OR

EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE SHELFIE, INC. PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF SHELFIE, INC.'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE SHELFIE, INC. PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE SHELFIE, INC. PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND. AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

SHELFIE, INC. IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Site Access; Account Deletion

We may take any of the following actions in our sole discretion at any time and for any reason without giving you prior notice:

- *Restrict or terminate your access to the Services;
- *Change or discontinue the Services;
- * Deactivate your accounts and delete all related information and files in your accounts;
- *Provide information concerning you and your activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

The Shelfie, Inc. Parties will not be liable to you or any third party for taking any of these actions and will not be limited to the remedies above if you violate these Terms.

If you do not agree to these Terms, you should immediately stop using the Services. If you want to delete your account on a Service, please use contact instructions posted on the Service at which you obtained the account. Any User Submissions you made while using the Services will continue to be governed by these Terms.

Indemnification

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Shelfie Inc.'s request), indemnify and hold the Shelfie, Inc. Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service. (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative

authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Shelfie, Inc. in the defense of any claim. Shelfie, Inc. reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Shelfie, Inc..

Arbitration

Except if you opt-out or for disputes relating to: (1) your or Shelfie, Inc.'s intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); (2) violations of the API Terms; or (3) violations of provisions of the Basic Terms, above ("Excluded Disputes"), you agree that all disputes between you and Shelfie, Inc. (whether or not such dispute involves a third party) with regard to your relationship with Shelfie, Inc., including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Shelfie, Inc. hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring Claims only on your own behalf. Neither you nor Shelfie, Inc. will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Shelfie, Inc. is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Shelfie, Inc. or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so, neither you nor Shelfie, Inc. can require the other to participate in arbitration proceeding. To opt out, you must notify Shelfie, Inc. in writing within 30

days of the data that you first became subject to this arbitration provision, You must use this address to opt out:

Shelfie, Inc. 66 Jerilynn Circle, Warwick, Rhode Island 02886

You must include your name and residence address, the email address you use for your Shelfie, Inc. account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Shelfie, Inc.,

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Shelfie, Inc. must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Governing Law & Venue

These Terms of Use are governed by and construed in accordance with the laws of the State of Rhode Island, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with Shelfie, Inc. exclusively in a state or federal court located in the State of Rhode Island, and to submit to the personal jurisdiction of the courts located in Kent County for the purpose of litigating all such disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Shelfie, Inc.'s failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as

a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Shelfie, Inc. reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Shelfie, Inc..

Entire Agreement

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and Shelfie, Inc. one governs your use of the Service, superseding any prior agreements between you and Shelfie, Inc.. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Shelfie, Inc.. Any purported assignment Or delegation by you without the appropriate prior written consent of Shelfie, Inc. will be null and void. Shelfie, Inc. may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

Territorial Restrictions

The information provided within the Service Is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Shelfie, Inc. to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Shelfie, Inc. provides.

Software related to or made available by the Service may be subject to United States export

controls. Thus, no software from the Service may be downloaded, exported or re-exported: (a) into or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located In, under the control of, or a national or resident of, any such country or on any such list.

The effective date of these Terms of Use is January 1, 2016 These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.

Miscellaneous

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them on our sites or delivering them to you via email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we will not be responsible for failure to notify you. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms, including all additional terms, conditions, and policies on the Services, constitute the entire agreement between you and us and supersede all prior agreements with respect to the subject matter hereof. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

FAQ

Shelfie, Inc. (“Shelfie”) has updated our Terms of Use to provide users of Shelfie, Inc. Services with a single uniform policy. The Terms of Use state the rights and restrictions that govern the use of any of the Services that include an authorized

link to these Terms of Use. Below, please find answers to some questions about our new Terms of Use.

Why are you updating the Terms of Use?

If Shelfie may join together with any other corporation, Shelfie, Inc., and certain of its other subsidiaries to offer all users of these companies' web sites and services access to a wider array of content and interactive experiences. Those web sites and services previously were governed by different Terms of Use, and we have updated the various Terms of Use so that users of all those websites and services will be subject to the same conditions. We recognize the importance of providing the users of Shelfie, Inc. Services Terms of Use that are consistent with those of other Shelfie, Inc. Services and those of other web sites and services of other Shelfie, Inc. business units.

Because of these revisions, you may notice that some aspects of the Terms of Use applicable to particular Shelfie, Inc. Services have changed. We encourage you to review the new Terms of Use because they will apply to your continued use of the Services. If you have questions about the new Terms of Use, please Contact Us.

Do any other policies or terms apply to my use of the Services?

Yes, additional terms may apply to your use of Shelfie, Inc.'s Services. For instance, the Shelfie, Inc. Privacy Policy describes our practices concerning data that you provide or that we may collect about you through your use of the Services. Also, additional conditions apply to your use of certain kinds of specialized services, such as mash-ups and mobile features. Where additional terms apply, we will provide these terms to you or post them on the Services.

How will I know if Shelfie, Inc. changes the Terms of Use?

If Shelfie, Inc. modifies our Terms of Use, we will update the "Effective Date". If you continue to use the Services after we revise the Terms of Use, you accept all changes.

What do I do if I don't agree with the Terms of Use?

If you do not agree to the Terms of Use or any additional terms or policies, you should stop using the Services and request deletion of any accounts that you have created on

the Services. Of course, if you continue to use the service before you cancel, that continued use will be subject to the Terms of Use that were in effect during such continued use. By using any of the Services, you accept the Terms of Use in effect at that time as well as any applicable additional terms and policies.