

Signpost.com Merchant Self-Service Agreement

Summary of Basic Terms

- **Merchant must pay a \$99 monthly subscription fee in order to participate on Signpost.**
- **Merchant confirms to be authorized to make marketing decisions for this business**
- **Signpost creates a voucher campaign based on Merchant's objectives and may determine the final editorial content such as the copy and image if it believes it will improve the performance of the campaign.**
- **By filling out the complete Deal Request form, Merchant agrees to run a campaign with Signpost for at least one month. Signpost creates a campaign based on the Merchant's objectives and will provide Merchant with a deal preview for approval which will automatically start running after 4 days without response.**
- **Voucher campaigns will appear on both Signpost.com and Signpost's marketing partner sites.**
- **Partner sites running Merchant's voucher campaign may issue their own vouchers displaying limited or no Signpost branding.**
- **Both Merchant and Signpost have a right to terminate a subscription and Signpost will provide the Merchant with a pro-rata refund of any fees.**
- **Upon cancellation, Merchant accepts that Signpost runs the campaign up until the last day of the agreed upon month to facilitate partners planning to run the Merchants' campaign.**
- **Merchant is responsible to honor vouchers sold during a voucher campaign, including the active period after a cancellation.**
- **Merchant agrees to educate all necessary employees on the details of the voucher campaign, how to properly accept a voucher from both Signpost and marketing partners and honor these vouchers up until the agreed upon date.**
- **Signpost.com will pay Merchant the redemption amount less any transaction and affiliate/distribution fees for each Voucher purchased. Signpost will pay 80% of the merchant payment within 15 days from the sale of a voucher and the remaining 20% within 90 days from the voucher sale date.**

By participating in this self-service program you (hereinafter referred to as "you" or "Merchant" or "advertiser") acknowledge that you have read, understand and accept these rules. Signpost.com reserves the right to update and change these rules from time to time.

Signpost.com makes no representations or warranties and there are no conditions of any kind, express or implied, statutory or otherwise, with respect to this self-serve program or the Vouchers offered through this self-serve advertising program, including without limitation:

Implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; any implied warranty arising from course of dealing or usage of trade; any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of Signpost.com.

This program is open to any merchant that has registered an account with Signpost.com, has provided certain information as required by the registration form, and has paid a monthly fee of \$99. Merchant confirms to be authorized to make marketing decisions for this business.

Signpost.com may, at its sole discretion and without notice, terminate the right of any participant in this self-service program or user of the website to participate in this self-service program or use the website. To the extent such termination is made by Signpost.com without cause, Signpost.com will provide the Merchant with a pro-rata refund of any fees.

This program is governed by and construed in accordance with the laws of New York. You agree to comply with all applicable laws, statutes and regulations regarding participation in this self-serve advertising program and use of the website.

You and Signpost.com each have the right to terminate each voucher campaign for any or no reason at any time during this program process or during the campaign. Upon cancellation, Merchant accepts that Signpost runs the campaign up until the last day of the agreed upon month to facilitate partners planning to run the Merchants' campaign.

Should either Signpost or the Merchant terminate a voucher campaign, the Merchant is responsible for honoring any vouchers sold during the period when the voucher campaign was live on Signpost.com or its partner websites, including the active period after a cancellation.

For any service or technical issues in connection with this self-service program, please contact Signpost.com at the following email address: support@signpost.com.

How the Self-Service Voucher Program Works:

Merchants may propose a voucher campaign to be displayed on Signpost.com in accordance with Signpost.com's merchant post page. By filling out the complete Deal Request form, Merchant agrees to run a campaign with Signpost for at least one month. Signpost creates a voucher campaign based on Merchant's objectives and may determine the final editorial content such as the copy and image if it believes it will improve the performance of the campaign. Signpost will provide Merchant with a deal preview for approval. A voucher campaign will be deemed accepted by Signpost.com after written acknowledgement by Signpost.com and Merchant, or after 4 days without response from the Merchant after deal creation, whichever is shorter. Signpost.com will have the right to terminate any voucher campaign for any reason.

A voucher campaign will be published on Signpost.com, including but not limited to Signpost's daily city email. Signpost.com will offer the Vouchers for sale on dates in its discretion and will use reasonable efforts to cease publishing the Voucher once it has received offers to buy the voucher that is equal to the maximum number proposed by the Merchant. Signpost will also use its merchant agency network to publish your vouchers on other sites that Signpost has a partnership with. Vouchers displayed on these networks are also subject to additional terms (please see Additional Merchant Terms) and may not display the Signpost brand.

Once a Voucher is delivered to the purchaser, the Merchant shall be solely responsible for all customer service in connection with the Voucher and for supplying all goods and services specified in the Voucher. Merchant agrees to educate all necessary employees on the details of the voucher campaign, how to properly accept a voucher from both Signpost and marketing partners and honor these vouchers up until the agreed upon date.

Signpost.com reserves the right, at its sole discretion and without notice, to extend, terminate or modify this self-serve program at its sole discretion, including but not limited to in the event of unforeseen technical difficulties that alter the proper functioning of the self-service program. Voucher campaigns may be placed online 24 hours per day on Signpost.com (with the exception of technical difficulties, regularly scheduled maintenance and/or force majeure events). It is your responsibility to monitor the outcome and status of your voucher campaigns on Signpost.com.

During and after this self-serve voucher campaign, you may receive emails or other messages confirming the number of vouchers that you have sold. These communications are for informational purposes only. Their transmission or omission does not constitute any change in the status of your campaign.

Payment Rules:

Signpost.com will pay Merchant the redemption amount less any transaction and affiliate/distribution fees for each Voucher for which a purchaser has fully paid Signpost.com (Merchant Payment). Signpost will pay 80% of the merchant payment 15days from the sale of a voucher and the remaining 20% 90 days from the voucher sale date.

Miscellaneous:

All information collected in connection with this program shall be subject to the Privacy Policy set forth on Signpost.com and incorporated herein.

The User Agreement set forth on Signpost.com is incorporated herein.

Additional Merchant Terms

License and Special Use. Merchant hereby grants Agency, the Agency Partner, and its publishers a non-exclusive, non-transferable, royalty-free, worldwide right and license to utilize Merchant Trademarks solely in connection with advertising, promotion, and sale of the Vouchers. "Merchant Trademarks" mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Merchant or any of its subsidiaries or affiliate companies anywhere in the world.

Merchant Representations and Warranties, and Indemnification. Merchant represents and warrants throughout the Term to Agency and the Agency Partner that (a) Merchant has the right, power and authority to enter into the Merchant Order Form and these Terms, (b) Merchant is registered for sales and use tax collection purposes in all states in which Merchant's goods and services will be provided pursuant to the terms and presentation of the Voucher; and (c) the Voucher, upon being activated and delivered to an End User shall be available immediately for redemption by the End User. Merchant further agrees to comply with the Voucher terms and conditions as set forth in the Merchant Order Form, and to comply with any State or Federal laws that govern vouchers, gift cards, coupons, and/or gift certificates. Included in this is Merchant's agreement that Merchant shall allow the purchaser to redeem the Voucher with Merchant for the amount paid by the End User for the Voucher (i.e. the cash value of the Voucher) for the applicable term under State or Federal laws. Merchant agrees to defend, indemnify and hold harmless Agency, the Agency Partner, and its publishers against any third party claims related to (i) Agency the Agency Partner's, or its publishers licensed use of the Merchant Trademarks, (ii) the Voucher or the fulfillment thereof (including, without limitation, any claim by any End User relating to the Merchant's products or services) or (iii) any failure to comply with federal, state or local laws with respect to the Vouchers including, without limitation, sales or use tax obligations ("Taxes") arising from the sale and subsequent redemption of a Voucher. Merchant shall pay any monies owed to any party, as well as all attorneys fees, related to action against, or determinations against, Agency, the Agency Partner or its publishers related to any such action to pursue Agency, the Agency Partner or its publishers for Taxes.

Confidentiality. By signing a Merchant Order Form, each party agrees to protect the confidentiality of any information whether oral, or written, of a private, secret, proprietary or confidential nature, concerning either party or its business operations and these Terms (collectively, "Confidential Information") and not to use any Confidential Information other than for the purposes expressly set forth herein. Confidential Information does not include information that is generally known to the public or the receiving party, is lawfully obtained from others or is required to be disclosed by law.

Disclaimers and Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR A SIGNED MERCHANT ORDER FORM, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED TO THESE TERMS OR ANY MERCHANT ORDER FORM. UNDER NO CIRCUMSTANCES (OTHER THAN FOR INDEMNIFICATION AND PAYMENT OBLIGATIONS UNDER THESE TERMS) SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THESE TERMS OR ANY MERCHANT ORDER FORM EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY AGENCY TO MERCHANT.

The acknowledgements, obligations, restrictions and undertakings given or accepted by Merchant in the Section entitled "License and Special Use; Merchant Representations and Warranties, and

Indemnification, and Disclaimers and Limitation of Liability are for the benefit of Agency, the Agency Partner, and its publishers. The Agency Partner is an intended third party beneficiary under this Agreement and may enforce those provisions directly against Merchant or through Agency.

For purposes of this Section the following definitions shall apply:

“End Users” mean users of the Permitted Sites where the Voucher is being promoted and sold.

“Merchant Order Form” means one or more Merchant Order Form(s) signed by Agency and Merchant that sets forth the terms of the Voucher.

“Agency Partner” means any Signpost distribution partner.

“Vouchers” a certificate purchased by an End User on the Permitted Site that can be redeemed for Merchant’s goods and/or services at a discount.