

Terms and Conditions

This Agreement was last modified on October 24, 2014.

Introduction

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE WEBSITE AND SERVICES OFFERED BY GRAND RAPIDS AREA BLACK BUSINESSES, ("GRABBLocal"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [HTTP://WWW.GRABBLOCAL.COM](http://www.grabblocal.com) (THE "SITE") AND ALL SERVICES PROVIDED BY GRABBLocal ON THE SITE (including GrabbLocal.com and its related sites, services, applications, and tools).

By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Agreement applies to all users of the Site, including without limitation users who are vendors, sellers, customers, merchants, contributors of content, information and other materials or services on the Site.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms and Conditions. Capitalized terms are defined in this Agreement.

Scope

Before you may use GRABBLocal, you must read and accept all of the terms in, and linked to, this User Agreement. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use GRABBLocal sites, services, or applications, or when you use the tools that are made available to interact with GRABBLocal sites and services. Some GRABBLocal sites, services, applications, and tools may have additional or other terms, agreements, or policies that govern their availability and use. Your use of and access to such sites, services, applications, and tools are subject to any and all terms, agreements, or policies applicable to them.

YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE.

Intellectual Property

The Site and its original content, features and functionality are owned by Grand Rapids Area Black Businesses and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Our Role as a Marketplace Platform

GRABBLocal provides a marketplace platform for its member sellers ("Sellers") and buyers ("Buyers") to complete transactions. GRABBLocal is a platform. GRABBLocal acts as a marketplace platform to allow users who comply with GRABBLocal's policies to offer, sell and buy certain goods within a fixed-price format. GRABBLocal is not involved in the actual transaction between Sellers and Buyers and is not the agent of Sellers except for the limited purpose of processing payments and has no agency authority for any other purpose, and GRABBLocal is not the agent of Buyers for any purpose. As a Seller, you may list any item on the Site unless it is a prohibited item as determined by GRABBLocal or otherwise prohibited by law. Without limitation, you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is up to the Seller to accurately describe the item for sale. You, meaning buyers, sellers, and visitors, use the Site and the Services at your own risk.

GRABBLocal has no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. GRABBLocal does not pre-screen users or the content or information provided by users. GRABBLocal cannot ensure that a buyer or seller will actually complete a transaction. Consequently, GRABBLocal does not transfer legal ownership of items from the seller to the buyer. GRABBLocal cannot guarantee the true identity, age, and nationality of a user. While we may help facilitate the resolution of disputes, we have no control over and do not guarantee the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings GRABBLocal encourages you to communicate directly with potential transaction partners through the tools available on the Site. You agree that GRABBLocal is a marketplace and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on GRABBLocal. You use the GRABBLocal service at your own risk.

Eligibility to Use GRABBLocal

Age: GRABBLocal's services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. GRABBLocal may, in its sole discretion, refuse to offer access to or use of the Site to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions. Individuals under the age of 18 must at all times use GRABBLocal's services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In cases, the adult is the user and is responsible for any and all activities.

Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by GRABBLocal's policies as stated in the Agreement as well as all other operating rules, policies and procedures that may be published from time to time on the Site by GRABBLocal, each of which is incorporated herein by this reference and each of which may be updated by GRABBLocal from time to time without notice to you:

In addition, some services offered through the Site may be subject to additional terms and conditions promulgated by GRABBLocal from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

Password: Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify GRABBLocal of any unauthorized use of your password or any breach of security. You also agree that GRABBLocal cannot and will not be liable for any loss or damage arising from any password related issue. You agree not to provide your username and password information in combination to any other party other than GRABBLocal without GRABBLocal's express written permission.

Account Information: You must keep your account information up-to-date and accurate at all times, including a valid email address. To sell items on GRABBLocal you must provide and maintain valid payment information such as a valid PayPal account.

Account Transfer: You may not transfer or sell your GRABBLocal account and/or User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.

Right to Refuse Service: GRABBLocal's services are not available to temporarily or indefinitely suspended GRABBLocal members. GRABBLocal reserves the right, in GRABBLocal's sole discretion, to cancel unconfirmed or inactive accounts. GRABBLocal reserves the right to refuse service to anyone, for any reason, at any time.

To register, you must provide your real name, address, phone number, e-mail address, and valid PayPal information. You represent and warrant that: if you are a business, you are duly organized, validly existing and in good standing under the laws in which your business is registered.

Fees, Payments, and Billing

Opening a shop with GRABBLocal is reserved for members only. GRABBLocal charges fees for listing an item for sale past a certain amount of listings as determined by GRABBLocal, as well as a percentage of the sale price when the item sells and additional services. GRABBLocal's Fees Policy, which is subject to change, is incorporated into this Agreement by reference. GRABBLocal may choose to temporarily change the Fees Policy and the fees for GRABBLocal's services for promotional events; such changes are effective when GRABBLocal posts the temporary promotional event on the Site. GRABBLocal may, at GRABBLocal's sole discretion, change some or all of GRABBLocal's services at any time. In the event GRABBLocal introduces a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in US Dollars (USD).

In certain situations, including but not limited to a void or invalid transaction, GRABBLocal may issue a credit for the applicable fees to a seller's billing statement.

You are responsible for paying all fees and applicable taxes associated with using GRABBLocal, including transaction and transfer fees

Fees and Termination: If GRABBLocal terminates a listing or your account, if you close your account, or if the payment of your GRABBLocal fees cannot be completed for any reason, you remain obligated to pay GRABBLocal for all unpaid fees plus any penalties, if applicable. If the seller's account is not paid in full and becomes past due, the seller risks penalties such as the suspension of privileges and/or termination of the account and other collection mechanisms (including retaining collection agencies and legal counsel). If you have a question or wish to dispute a charge, contact GRABBLocal.

The Fee Schedule and Payment Terms in effect on the date of sale of the item shall govern the transaction. You should check the fees and terms each time you participate.

Fees and Services

We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites or in our applications.

You are responsible for paying all fees and applicable taxes associated with our sites, services, applications, and tools with a valid payment method by the payment due date. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, deducting from your PayPal account balance.) In addition, you will be subject to late fees and we may suspend or restrict you from using our sites, services, applications, and tools until full payment is made. GRABBLocal, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Selling and Listing

By listing an item on the Site you warrant that you and all aspects of the item comply with GRABBLocal's published policies. You also warrant that you may legally sell the item. You must accurately describe your item and all terms of sale in your GRABBLocal shop. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. If the "in stock" quantity is more than one, all items in that listing must be identical. Each unique item must have its own listing.

All sellers are urged to outline shop policies for their GRABBLocal shop. These policies may include, for example, shipping, returns, and selling policies. Sellers must create reasonable policies in good faith and must abide by such policies. All shop policies must comply with GRABBLocal's site-wide policies. Sellers are responsible for enforcing their own reasonable shop policies. GRABBLocal reserves the right to request that a seller modify a shop policy. All sold items must be new and unused and in their best condition.

All sales are binding. The seller is obligated to ship the order or otherwise complete the transaction with the buyer in a prompt manner, unless there is an exceptional circumstance. The buyer is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance.

The price stated in each item listing description must be an accurate representation of the sale. Sellers may charge reasonable shipping and handling fees to cover the costs for packaging and mailing the items.

Sellers may not charge excessive shipping fees or otherwise avoid fees. You may not alter the item's price after a sale for the purpose of avoiding GRABBLocal transaction fees, misrepresent the item's location, or use another user's account without permission.

By becoming a GRABBLocal seller, you give us permission to contact you via email, phone, or other means, concerning your shop, GRABBLocal.com, and other related subjects.

Payout to Sellers

Periodically, GRABBLocal will send earned revenue to sellers who generate revenue through GRABBLocal.com. This is done at specific intervals, which are subject to change, to sellers who have proof of shipping customer's orders. Proof of shipment consists of entering the package tracking number into the GRABBLocal seller portal only. No other form of shipment proof is acceptable. Only items that were rightfully purchased by a customer on GRABBLocal.com, and that have verifiable tracking numbers from a carrier such as the United States Postal Service, Federal Express, or the United Parcel Service qualify for payout to the seller. IF a customer places an order, and a verifiable tracking number has NOT been entered into the Seller Portal, then that transaction will not be paid to the seller during that payout period until the proper tracking number has been entered into the GRABBLocal.com seller portal. The payment may have to wait until the succeeding payout period for the seller to get the payout. It is in the interest of the seller, the customer, and GRABBLocal.com that sellers ship as quickly as possible after receiving an order, and entering the tracking number into the GRABBLocal.com seller portal as quickly as possible. Payouts will have the GRABBLocal commission, and all transaction fees subtracted out of the total amount. If there were any returns, disputes, previous adjustments, or any other necessary addition or deduction required, the payout may reflect this as well. Contact GRABBLocal for questions about payouts.

Buyer Protection

We strongly encourage buyers to work with sellers before opening a claim relating to a purchase. Sellers agree to allow us to remove funds from their escrow accounts for amounts due to buyers.

If sellers do not provide GRABBLocal with a valid reimbursement method, we may collect amounts owed using other collection mechanisms, including retaining collection agencies. We may also suspend or restrict sellers from buying or selling on our sites and using our services, applications, and tools until payment is made.

We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used for the GRABBLocal Buyer Protection refund or reimbursement.

By listing an item on GRABBLocal site you assume full responsibility for the content of the listing and item offered, and to accept the following listing conditions: When you list an item on GRABBLocal site, your listing will be posted on GRABBLocal site and can be viewed in your seller account. Your listing may not be immediately searchable by keyword or category so GRABBLocal can't guarantee exact listing durations. GRABBLocal reserves the right to end your listing for any reason.

Your Transactions

You represent and warrant to prospective Buyers that you have the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive.

Restricted Items and Activities

Prohibited, Questionable and Infringing Items and Activities for Sellers

You are solely responsible for your conduct and activities on and regarding to GRABBLocal and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on GRABBLocal .

Restricted Activities: Your Content and your use of GRABBLocal shall not:

- Be false, inaccurate or misleading
- Be fraudulent or involve the sale of illegal, counterfeit or stolen items or restricted items as determined by GRABBLocal
- Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy
- Violate this Agreement, any site policy or guidelines, or any applicable law, statute, ordinance or regulation
- Contain items that have been identified by the U.S. Consumer Products Safety Commission (CPSC) as hazardous to consumers and therefore subject to a recall
- Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device
- Be obscene or contain pornography
- Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information
- Host images not part of a listing
- Modify, adapt or hack GRABBLocal or modify another website so as to falsely imply that it is associated with GRABBLocal ;
- Appear to create liability for GRABBLocal or cause GRABBLocal to lose (in whole or in part) the services of GRABBLocal's ISPs or other suppliers
- Link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement or other policy documents as posted on GRABBLocal .

Furthermore, you may not list any item on GRABBLocal (or consummate any transaction that was initiated using GRABBLocal's service) that, by paying to GRABBLocal the listing fee or the final value fee, could cause GRABBLocal to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use.

Using GRABBLocal

While using GRABBLocal sites, services, applications, and tools, you will not:

post content or items in inappropriate categories or areas on our sites and services;

use our sites, services, applications, or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services, applications, or tools;

fail to deliver payment for items purchased by you
fail to deliver items purchased from you
manipulate the price of any item or interfere with other users' listings;
circumvent or manipulate our fee structure, the billing process, or fees owed to GRABBLocal;
take any action that may undermine the feedback or ratings systems
circumvent any GRABBLocal policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions;
transfer by any manner any GRABBLocal application or your GRABBLocal account (including Feedback) and user ID to another party without our consent;
distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
distribute viruses or any other technologies that may harm GRABBLocal, or the interests or property of GRABBLocal users;
export or re-export any GRABBLocal applications, or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
copy, modify, or distribute rights or content from the GRABBLocal sites, services, applications, or tools or GRABBLocal's copyrights and trademarks;
commercialize any GRABBLocal application or any information or software associated with such application;
or
harvest or otherwise collect information about users, including email addresses, without their consent.

GRABBLocal Prohibited Seller Activities and Actions

Do not divert transactions or buyers. Any attempt to circumvent the established GRABBLocal.com sales process or to divert GRABBLocal participants to another Web site or sales process is prohibited. Specifically, any advertisements, marketing messages (special offers) or "calls to action" that lead, prompt, or encourage GRABBLocal.com users to leave the GRABBLocal.com website are prohibited. Prohibited activities include the following:

The use of e-mail intended to divert customers away from the GRABBLocal.com sales process.

The inclusion of hyperlinks, URLs or web addresses within any seller generated confirmation e-mail messages or any product/listing description fields that are intended to divert customers away from the GRABBLocal.com sales process.

Limit your contact with transaction partners. GRABBLocal.com encourages buyers and sellers to communicate with one another during a GRABBLocal transaction. Contact between parties must be courteous and limited to transaction details. Facilitating inappropriate or unsolicited contact is a violation of our Community Rules.

Do not provide your email address to buyers, and do not ask buyers for their e-mail addresses. Buyers and sellers may communicate with one another via GRABBLocal-generated e-mail addresses to both parties and/or through the GRABBLocal platform. Sellers are prohibited from providing or soliciting direct, non-GRABBLocal-generated e-mail addresses on the GRABBLocal.com website or in correspondence through the Buyer-Seller Messaging Service.

Do not misuse ratings, feedback or product reviews.

Any attempt to manipulate ratings, feedback, or product reviews is prohibited. Items offered through GRABBLocal must be shipped within two to three business days of the date the order confirmation is made available to you, or shipment must be clearly indicated to the customer in an easily understood and viewable manner. It is also important to maintain accurate inventory records, as instances of "out-of-stock" could be reflected in your seller feedback rating. If an item you are offering will not be available for immediate shipping upon order, either cancel the order or alert the buyer.

You may not post abusive or inappropriate feedback or include personal information about a transaction partner. Please note that this also includes posting ratings or feedback to your own account. You may not pay or offer any incentive to a buyer for either providing or removing feedback.

You may not write reviews for products that you have a financial interest in, including reviews for products that you or your competitors sell. Additionally, you may not provide compensation for a review. You may not ask buyers to remove negative reviews.

Operating multiple seller accounts: Operating and maintaining multiple seller accounts is prohibited.

Do not misuse the GRABBLocal marketplace platform: If a seller is misusing or making excessive or unreasonable use of the GRABBLocal marketplace platform, GRABBLocal may in its sole discretion restrict or block access to any platform functions until the seller stops its misuse.

GRABBLocal reserves the right to alter any element of your shop, including business descriptions, logos, product listings, and other information. We will not alter prices of your products without your permission. We will exercise this right if there is a violation of our terms of use, or if there is a situation that warrants an alteration, such as a non conforming logo, description, grammatical error, or other situation as determined by GRABBLocal.

Prohibited Seller Items

No GRABBLocal shop will sell any items on this list, which is subject to change, additions, removals, and modifications at any time without notice:

- Prepared Food
- Resold or independent Music
- Resold movies
- Hair Relaxers, Wigs, Weaves, Hair Pieces, or Hair of any kind
- Electronic devices such as cameras, phones, or others
- Used items of any kind, except clothing or accessories or jewelry of a vintage or antique nature
- Any product that is of an adult or pornographic nature
- Illegal or stolen or unauthorized products of any kind
- Any distributed marketing products, products where the seller is an independent distributor for a large organization such as Mary Kay, Amway, Ardyss, or similar organizations with a similar business model
- International businesses of ANY kind, unless those are from countries authorized by GRABBLocal to sell with us
- Any product as determined by GRABBLocal to not be preferred to be offered on the GRABBLocal marketplace platform

We reserve the right to discontinue, cancel, or remove any product from any GRABBLocal shop, at any time for any reason.

Content

GRABBLocal does not claim ownership rights in your Content. You grant GRABBLocal a license solely to enable GRABBLocal to use any information or Content you supply GRABBLocal with, so that GRABBLocal is not violating any rights you might have in that Content. You grant GRABBLocal a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the

copyright, trademark, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content, now or in the future. You agree to allow GRABBLocal to store, alter, or re-format your Content on GRABBLocal and display your Content in any way as GRABBLocal chooses. GRABBLocal will only use personal information in accordance with GRABBLocal's Privacy Policy.

As part of a transaction, you may obtain personal information from another GRABBLocal user. This personal information shall only be used for that transaction or for GRABBLocal-related communications. GRABBLocal has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any GRABBLocal user to your email or physical mail list.

Re-Posting Content: By posting Content on GRABBLocal, it is possible for an outside website or a third party to re-post that Content. You agree to hold PurchaseBlack harmless for any dispute concerning this use. If you choose to display your own GRABBLocal-hosted image on another website, the image must provide a link back to its listing page on GRABBLocal.

Idea Submissions: GRABBLocal considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users via the Site or otherwise (other than the Content and the tangible items sold on the Site by users) (collectively, the "Material") to be non-confidential and non-proprietary, and GRABBLocal shall not be liable for the disclosure or use of such Material. If, at GRABBLocal's request, any member sends Material to improve the site (for example through feedback or to customer support), GRABBLocal will also consider that Material to be non-confidential and non-proprietary and GRABBLocal will not be liable for use or disclosure of the Material. Any communication by you to GRABBLocal is subject to this Agreement. You hereby grant and agree to grant GRABBLocal, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you, or notice to you.

While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree not to hold our catalog content providers or us responsible for inaccuracies in catalogs. If you choose to include catalog content in your listings, you continue to be fully responsible for your listings and for ensuring that your listings are accurate, do not include misleading information, and comply with this User Agreement and all GRABBLocal policies. The catalogs may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included with the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act.

By entering into this Participation Agreement and listing an item, you grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content you submit to GRABBLocal and its affiliates, and to sublicense the

foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you (except to resize trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks (provided you are unable to do so using standard functionality made available to you via the Site or Services); provided further, however, that nothing in this Participation Agreement will prevent or impair our right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party).

Disputes & Resolutions

You and GRABBLocal agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the GRABBLocal User Agreement (hereafter "User Agreement" in this section entitled "Legal Disputes"), your use of or access to GRABBLocal's sites, services, applications, and tools, or any products or services sold or purchased through GRABBLocal's sites, services, applications, or tools shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

In the event a dispute arises between you and GRABBLocal, please contact GRABBLocal.

Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration using the English language. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts. Use of the Site is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section. You and GRABBLocal agree that any cause of action arising out of or related to the Site (including, but not limited to, any services provided or made available therein) or this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Should you have a dispute with one or more users, or an outside party, you release GRABBLocal (and GRABBLocal's stakeholders, officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected

with such disputes. GRABBLocal encourages users to report user-to-user disputes to the appropriate authority.

GRABBLocal, for the benefit of users, may try to help users resolve disputes. GRABBLocal does so in GRABBLocal's sole discretion, and GRABBLocal has no obligation to resolve disputes between users or between users and outside parties. To the extent that GRABBLocal attempts to resolve a dispute, GRABBLocal will do so in good faith based solely on GRABBLocal's policies. GRABBLocal will not make judgments regarding legal issues or claims.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND GRABBLLOCAL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND GRABBLLOCAL AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER GRABBLLOCAL USERS.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of the User Agreement as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the User Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or User Agreement is void or voidable.

The arbitrator will decide the substance of all claims including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different GRABBLocal users, but is bound by rulings in prior arbitrations involving the same GRABBLocal user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

Our Intellectual Property and Trademarks

GRABBLocal's Intellectual Property

GRABBLOCAL, and other GRABBLocal graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of GRABBLocal, Inc. in the U.S. and/or other countries. GRABBLocal's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

Rights of Removal

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What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

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- To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you)
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
- To process transactions

- To administer a contest, promotion, survey or other site feature
- To send periodic emails

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

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Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at anytime by logging into their control panel and going to the 'Edit Profile' page.

Childrens Online Privacy Protection Act Compliance

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Your Consent

By using our site, you consent to our online privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

This policy was last modified on **October 24, 2014**.

Authorization to Contact you

You agree to receive calls, including autodialed and/or pre-recorded message calls, from GRABB at any of the telephone numbers (including mobile telephone numbers) that we have collected for you as authorized and described in our Privacy Policy, including telephone numbers you have provided us, or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number or on that mobile device. Standard telephone minute and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

To contact you for reasons relating to your account or your use of our sites, services, application or tools (such as to collect a debt, resolve a dispute, or to otherwise enforce our User Agreement) or as authorized by applicable law

To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, you can opt-out in the communications

We may share your telephone numbers with our service providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the User Agreement, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.

We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with members of the GRABB corporate family and/or our affiliates, for their use, as authorized under our Privacy Policy.

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If you have any questions about this Agreement, please contact us.