Terms of Use

This is LiveShopper, a service operated by LiveShopper, LLC ("LiveShopper" "We" or "Us"). Our Service ("service") enables our LiveShopper Clients ("Clients") to display LiveShopper's network of geographically distributed LiveShopper Shoppers ("LiveShopper") to collect and verify data requested by such clients as part of what we define below as a Task ("Tasks").

This Agreement does not apply to any individual using the service in his or her capacity as an employee, agent or representative of a client.

Please review the following terms carefully (this "Agreement"). This agreement is an electronic contract that sets out the legally binding terms of relationship between LiveShopper and you. THESE TERMS WILL GOVERN YOUR USE OF OUR SERVICES. BY ACCEPTING THIS AGREEMENT, USING THE SERVICES AND COMPLETING TASKS, YOU ARE AGREEING TO THESE TERMS.

If you do not agree to these terms, you must cease use of the service and not accept any tasks. Further, your use of our LiveShopper Mobile Application ("Mobile Application") or any other LiveShopper software licensed through a third party distributor such as the Apple iTunes Store or Android Market is also governed by the applicable current end user license agreement which is made available through the third party distributor with the understanding that if there is a conflict between such end user license and this agreement, such end user license shall prevail notwithstanding provision in these Terms of Use and Privacy Policy.

LiveShopper reserves the right to change this agreement, and any additional terms at any time, effective upon making the modified provisions available on the services or by notifying shoppers by email, posting a revised version of this agreement on our website, or notifying shoppers in-app and/or the mobile app after any such changes are made to the Agreement and continued shopper consent to such changes. LiveShopper does not and will not assume any obligation to notify shoppers of any changes to this agreement, or the creation or modification of any additional terms.

Use of the services is permitted only by individuals who can form legally binding contracts under applicable Law. Without limiting the foregoing, you must be at least 18 years old to become a shopper. If you do not qualify, please do not become a shopper.

1. Definitions

Capitalized terms are defined as set forth below or elsewhere in the agreement.

1.1 "Deliverables": means the Deliverables specified in a task for delivery by a shopper to LiveShopper for processing in a Task, including images, photographs and information.

1.2 "Task": means a notice of a task provided by LiveShopper to one or more shoppers displayed on the mobile app, which includes a description of the services to be provided by the shopper and the applicable compensation ("Rewards") to be paid to a shopper for completed Tasks ("completed Tasks") and the rewards associated with the Task ("Rewards"). Once a shopper has accepted a task pursuant to Section 2, the task will be considered "task engaged".

1.3 "LiveShopper Mobile Application": means the mobile application provided by LiveShopper to shoppers for use on mobile devices through which you can view, accept or reject tasks and provide deliverables in connection with the service.

2. Tasks

For any task engagement, you agree to use your best efforts to perform the task such that the deliverables are satisfactory to and at the client. By accepting a task request, you are entering into a binding legal agreement with LiveShopper to provide the deliverables for the reward specified in the task request. You must review the task request carefully and be sure you understand what you are being asked to deliver.

In order to accept tasks, you may be required to become a Registered User ("registered user"). Please see below for details regarding the registration for services.For purposes of these terms, a "registered user" means a shopper who: (1) has registered with LiveShopper, (2) has given a valid account on the social networking service ("SNS") through which the user has connected to the services (each such account, a "Third Party Account") What we are talking about is becoming a user through such services as Facebook, Twitter, Instagram and the like.If you access the services through an SNS as part of the functionality of the service, you may link your account with these Third Party Accounts, and by linking your account with a Third Party Account, you agree to be bound by the terms and conditions that govern your use of such Third Party Accounts, you represent that you are entitled to grant LiveShopper access to your Third Party Account (including, but not limited to, for use for the purposes described herein) without violating the terms and conditions governing that given your use of the applicable Third Party Account and without obligating LiveShopper to pay any fees or be subject to any limitations or restrictions of such Third Party Account or such SNS service providers. By granting LiveShopper access to any Third Party Accounts, you understand that LiveShopper will access, make available and store (if applicable) any content that you have provided and stored in your Third Party Account ("Social Network Content") so that it is available on and through the service via your account. Please note that if a Third Party Account or associated service becomes unavailable or LiveShopper's access to such Third Party Account is terminated by the third party service provider, then SNS content will no longer be available on and through the service. You may have the ability to disable the connection between your account and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENTS WITH SUCH THIRD PARTY SERVICE PROVIDERS. LiveShopper makes no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and LiveShopper is not responsible for any SNS contents.

In registering for the services, you agree to: (1) provide true, accurate, current and complete information about yourself as prompted by LiveShopper's registration form ("registration data") and (2) maintain and promptly update the registration data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the services under the laws of the United States, your place of residence or any other applicable jurisdiction. You agree that you shall not create more than one account for the services, and that you shall not impersonate any other user or unauthorized use of the service by minors. If you provide or LiveShopper obtains any information that is inaccurate, not current or incomplete, or LiveShopper has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LiveShopper has the right to suspend or terminate your account and refuse any and all current or future tasks and associated rewards. You agree that LiveShopper may use your name, photo, and other information as LiveShopper deems other than yourself. You agree that you shall not have done anything or have any tax obligation in DNS or any given time LiveShopper reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an account or use the service if you have been previously removed by LiveShopper.

You are responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to immediately notify LiveShopper of any unauthorized use of your password or any other breach of security; and (2) exit from your account at the end of each session.

You must provide all equipment and software necessary to connect to the service, including but not limited to computers, data storage devices, and mobile devices, and pay all fees required to do so. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the service.

We do not represent or endorse, and shall not be responsible for: (a) the safety, quality, accuracy, integrity, legality, or any other aspect of any task or any other content, product, service or other third party website referenced or described by or accessible through the service, or any LiveShopper client or other third party advice, opinion, offer, proposal, statement, data or other information displayed, distributed or linked to by LiveShopper, or any LiveShopper client or third party obtain any rewards through tasks. We reserve the right to remove any tasks or content from the service any or all tasks or other content at any time. You agree to release us and our agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your dispute with any LiveShopper client, in connection with the services provided by such client. You agree that you shall not bring any claim or any other dispute arising out of or related to any transaction, agreement, or arrangement with any LiveShopper client.

By accessing and using the service through the LiveShopper mobile app you acknowledge and agree that: (a) standard text messaging charges applied by your cellular data service provider and you are solely responsible for all fees you may incur from the provider or carrier of the mobile data services that you use, including for data. When you use the service, your mobile LiveShopper app may pull your location based information from your mobile device. You hereby authorize us and our LiveShopper mobile app to take such action.

3. Rewards and Payment

3.1 Rewards and Payment. We will pay the payment of the reward for each task as such rewards will be the sole responsibility of the LiveShopper client.Rewards will be in the denomination and/or currency of the LiveShopper's client's discretion and may include but may not be limited to discounts or purchases, in-store promotional items, loyalty reward points and/or cash. The foregoing is not an exhaustive list as the rewards may change and, as mentioned, will be the sole responsibility of the LiveShopper client. You agree that LiveShopper shall not be liable for any costs or expenses incurred by you in connection with performing the tasks or otherwise performing your obligations under this agreement.We may be obligated by law to obtain tax information from you and/or provide certain information to government authorities. In the event we determine that we are required to do so, you do not provide it, we may (in addition to any other rights or remedies available to us) withhold payment or terminate your account.

4. Independent Contractor Relationship

Nothing in this agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between LiveShopper and you or between the LiveShopper client and you. You will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly invoking LiveShopper that is inconsistent with your status as an independent contractor of LiveShopper. LiveShopper is not and you are not the agent of LiveShopper or the LiveShopper client and are not authorized to make any act nor represent to any third party that you are authorized, to make any commitment or otherwise act on behalf of LiveShopper or the LiveShopper client.Without limiting the generality of the foregoing:

4.1 Benefits and Contributions: You are not entitled to or eligible for any benefits that LiveShopper may make available to its employees, such as group health insurance, profit sharing or retirement benefits. Because you are an independent contractor, LiveShopper will not withhold or make payments for social security or payroll taxes of any kind, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on your behalf. Nor will LiveShopper be liable for any taxes, withholdings, or assessments. You are not deemed to be an employee of LiveShopper, or any affiliate of LiveShopper, for purposes of the Internal Revenue Code, the U.S. Department of Labor, or any other federal, state or foreign government agency. You shall not be entitled to any benefits, including, but not limited to, any vacation, sick leave, retroactivity, or be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by LiveShopper. In addition, you waive any and all rights, if any, to participate in any flexible benefits plan or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, pension or retirement benefits, or any other employee benefit plans or programs, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by LiveShopper to its employees.

4.2 Taxes: You are solely responsible for filing all tax returns and submitting all payments as required by any tax laws, rules, and regulations, including, but not limited to, federal, state, local, and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability and other contributions.

5. Deliverables

5.1 Delivery: You agree that you will use the service and LiveShopper mobile app to provide the deliverables for each task to LiveShopper and the LiveShopper client as described in each task by the LiveShopper client on or before the applicable task completion date.

5.2 Ownership: You agree that the deliverables will be the sole and exclusive property of LiveShopper. You hereby irrevocably and unconditionally assign to LiveShopper all rights title and interest worldwide in and to the deliverables and all intellectual property rights therein, including but not limited to, copyrights, trade secrets, trademarks, patents, moral rights, and any other intellectual property rights, including moral rights, contract and tort rights and rights of privacy you have to LiveShopper, that (a) you unconditionally and irrevocably waive the enforcement of such rights and claims and causes of action of any kind with respect to the deliverables, and (b) to the extent you cannot or do not waive such claims and causes of action, you unconditionally grant to LiveShopper an exclusive, perpetual, irrevocable, worldwide, fully paid license, with the right to sublicense through multiple levels of sublicensees, under any such rights and claims, to publish, create derivative works of, distribute, publicly perform, publicly display, digitally transmit and otherwise use the deliverables in any manner LiveShopper and its sublicensees may elect, now or discovered, and to exercise any and all other present or future rights in the deliverables. At LiveShopper's request, you will (i) cooperate and assist LiveShopper both during and after the term of this Agreement, in perfecting, maintaining, protecting and enforcing LiveShopper's rights in the deliverables, and (ii) execute and deliver to LiveShopper any document deemed necessary or desirable by LiveShopper for such purposes. You agree that any failure by you to execute LiveShopper's rights in the deliverables or otherwise carry out the purposes of this Agreement You hereby irrevocably designate and appoint LiveShopper and its duly authorized officers and agents as your agent and attorney-in-fact, which shall be deemed coupled with an interest, for the purpose of and with documents with the same legal force and effect as if executed by you. If LiveShopper is unable for any reason to secure your signature on any document for this purpose, you hereby waive and forever discharged in this section. You acknowledge that this appointment is coupled with an interest.

6. Confidentiality

6.1 Use and Disclosure: During the term of this agreement and at all times thereafter, you will (a) hold all confidential information in strict trust and confidence, (b) refrain from any act permitting others to use confidential information in any manner or for any purpose not expressly permitted by this agreement, (c) not disclose, publish, or disseminate any confidential or proprietary information to any third party without LiveShopper's express prior written consent on a case-by-case basis, "Confidential information" means any and all information related LiveShopper's or any LiveShopper client's business including trade secrets, technical information (business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, and financial information, computer programs, software, documentation, and any LiveShopper clients that LiveShopper considers to be confidential or proprietary. LiveShopper has no duty to treat as Confidential. Any task or task requests are confidential information and cannot be disclosed to third parties.

6.2 Standard of Care: You will protect the confidential information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature, and with no less than reasonable care.

6.3 Reverse Engineering: You will not attempt to reverse engineer, de-encrypt, or otherwise derive the design, internal logic, structure or inner workings including algorithms and source codes of the LiveShopper mobile app, any other software, products, processes, or services that are provided by LiveShopper that use, embody, or contain confidential information.

6.4 Exceptions: Your obligations under Sections 6.1 and 6.2 will terminate with respect to any particular information that you can prove, by clear and convincing evidence, (a) you lawfully knew prior to LiveShopper's first disclosure to you, (b) a third party lawfully disclosed to you free of confidentiality duties or obligations, or (b) is, or through no fault of you has become, generally available to the public. You may disclose Confidential information in response to subpoenas to the extent that such disclosure is expressly approved in writing by LiveShopper, or is required by law or court order, provided that you immediately notify LiveShopper in writing of such required disclosure and cooperate with LiveShopper, at LiveShopper's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court.

6.5 Removal: Upon LiveShopper's request and upon any termination or expiration of this agreement, you will promptly return to LiveShopper all copies, in any form and medium, of LiveShopper's tangible embodiments of the confidential information in your possession or control. You will not erase all electronic files containing or summarizing any confidential information, and (c) certify to LiveShopper in writing that you have fully complied with the foregoing obligations.

6.6 Privacy: We know that your privacy is important. For this reason, we have created a privacy policy that describes our collection, use and disclosure practices regarding your personal information that you provide to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the service is impenetrable or that your data will be free from unauthorized access, loss, or other vulnerabilities. We reserve the right to cooperate with local, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of your personal information. We may also require the disclosure of personal information of unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

7. No Conflicts

You represent and warrant that you are not subject to any contract or duty that would be breached by entering into or performing your obligations under this agreement, or any task engagement, or that is otherwise inconsistent with this agreement, or any task engagement.

8. Representations And Warranties

8.1 General: You represent, warrant, and covenant that (a) You will not, in the course of performing any task, infringe or misappropriate and shall not deliver to LiveShopper any element thereof with infringe or misappropriate any intellectual property right or other of any other person, or violate any law, statute, ordinance or regulation (b) the deliverables are your original work and you have all rights necessary to grant the rights set forth in this agreement, neither the deliverables nor any element thereof will be subject to any restriction, mortgage, lien, pledge, or other encumbrance, or any other third party rights, and no third party has, or will have, or has not granted, directly or indirectly, any right or interest in any deliverables or any element thereof, (c) you have full right, power, and authority to enter into and perform this agreement without the consent of any third party (including any of your current or former employers); (d) the deliverables will fully conform to the specifications, requirements, and other terms in the applicable task engagement and this agreement; (e) the deliverables will be free from defects in design, and for a period of 90 days of this warranty, without limiting any other rights or remedies LiveShopper may have, you will promptly replace the deliverables at no additional charge to LiveShopper.

8.2 Indemnification: You will indemnify and hold harmless LiveShopper and its affiliates, officers, agents, and employees from any claim or demand, or any liabilities, losses, and expenses (including attorneys' and expert witnesses' costs and rewards) arising from or relating to any breach of any representation, warranty, covenant, or obligation in this agreement, or any task engagement, by you or any intentional misconduct or negligence by you in performing any task.

8.3 Disclaimer: YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH ALL FACTS, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL TASK ENGAGEMENTS ARE AT YOUR OWN RISK.

9. Limitation Of Liability

IN NO EVENT WILL LIVESHOPER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR LIVESHOPER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100.00) OR THE AMOUNT OF $10.00 AND AN AGGREGATE AMOUNT OF REWARDS DUE TO LIVESHOPER FOR TASKS PERFORMED UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY EVEN IF YOU ARE A California resident, you hereby waive California Civil Code section 1542 or any similar provision of law. A 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" and you waive any other similar provision of the laws of any other applicable jurisdiction.

10. Termination

10.1 Termination by LiveShopper: LiveShopper may terminate this agreement and/or any task engagement, in its sole discretion, at any time for any reason, or for no reason, including without upon one (1) day notice to you.LiveShopper may withdraw any task request at any time prior to your acceptance thereof pursuant to Section 2. Reasons for termination include, but are not limited to, creation of multiple accounts, reverse engineering, misuse of LiveShopper, etc.

10.2 Termination by You: You may terminate this agreement at any time if there are no unperformed tasks as of the effective date of termination. You must complete all outstanding task engagements.

10.3 Survival: Sections 3, 4, 5.1, 6, 8, 9, 10.3, and 11 will survive any termination or expiration of this agreement. Termination or expiration of this agreement will not affect either party's liability for any breach of this agreement such party may have committed before such expiration or termination.

11. General Provisions

11.1 Governing Law: Version 1.0 This agreement is governed by the laws of the State of Ohio without reference to any conflict of laws principles that would require the application of the laws of any other state or country. You agree that any action at law or in equity arising out of or relating to this agreement shall be filed only in Ohio by you and in an action arising from or related to this agreement, and waive any right you may have to object to the venue of such courts. You further agree that these courts will have exclusive jurisdiction over any such suit or action brought by you against LiveShopper.

11.2 Arbitration: If any dispute, controversy or claim arises between the parties under, out of, or in relation to this agreement, including any dispute concerning the formation, construction, interpretation, or breach of this agreement or a party's performance of its obligations hereunder (collectively, "Dispute"), the parties will first try to settle the Dispute by mediation in Ohio in good faith consultation. If the dispute is not resolved through mediation within forty-five (45) days of a party's notice of a dispute, then any party may serve a notice on the other party requiring the dispute to be submitted to arbitration as follows:

11.2.1. Any dispute (including claims for injunctive or other equitable relief as set forth below) in connection with this agreement where the total amount of the award sought is less than five thousand U.S. Dollars (US$ 5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration will be initiated through an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as an alternative to litigation. The ADR Provider and the parties must comply with the extent such rules are in conflict with this agreement. The parties agree that representatives will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. If the parties are unable to agree on an ADR Provider within ten (10) days, then arbitration shall be conducted by telephone, online and/or by video based on written submissions, the specific manner shall be chosen by the party initiating the arbitration, b) all arbitration proceedings shall be held in English, c)the arbitration shall be conducted in a manner appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and d) any judgment on the rewards rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney rewards and disbursements) arising out of the arbitration, and shall pay an equal share of the rewards and costs of the ADR Provider.

11.2.2. Any other dispute (including whether the claims asserted are arbitrable) shall be referred to and finally resolved by arbitration administered by the Columbus, Ohio office of JAMS (the "Administrator") To the extent there is any conflict between the provisions set forth in this section and any applicable arbitration rules and/or JAMS policies and practices, the provisions set forth in this section will be Columbus, Ohio, USA. The dispute shall be conducted in accordance with the Arbitration Rules and Procedures of the Administrator (the "Arbitration Rules") in effect at the time of the arbitration demand pursuant to the Administrator. The Administrator shall provide such list to the parties 30 days after request by either party. Should the parties be unable to agree on a choice of arbitrator within 10 days after receipt of such list, the Administrator will select an arbitrator from such list. The Arbitrator. The arbitral proceedings, and all pleadings and documents shall be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or in our copy thereof. The English language version will control. Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and each party agrees that it shall pay an equal share of the fees and costs of the Arbitrator, provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to the prevailing party reimbursement for its reasonable attorneys' rewards, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.) and/or the rewards and costs of the Arbitrator in addition to any other relief to which such prevailing party may be entitled. The Arbitrator shall decision describing the essential findings and conclusions on which the award, including, without limitation, the calculation of any damages awarded. The Arbitrator will not have authority to award damages in excess of those permitted by this agreement, and any dispute, claim or controversy shall be decided on the award of the Arbitrators may be entered by any court of competent jurisdiction. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of this agreement, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding on the parties without appeal or review except as permitted by Ohio law. Notwithstanding or United States Federal law. By using the service in any manner, you agree to the above arbitration provision. In using YOU FOR OR LIVE SHOPER TO GO TO COURT to assert or defend any claims between you and LiveShopper. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. YOU UNDERSTAND THAT YOUR CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can. You should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable and binding and can be overturned by a court only for very limited reasons. Notwithstanding the foregoing, either party may proceed directly to any court of competent jurisdiction to seek protection or enforcement of its intellectual property rights and/or to seek injunctive relief or other equitable relief.

11.3 Severability: If any provision of this agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this agreement will be unaffected and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.4 No Assignment: This agreement and your rights and obligations under this agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by you without LiveShopper's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.LiveShopper may assign this agreement or any of its rights under this agreement to any third party with or without your consent.

11.5 Notices: LiveShopper may give any notice required by this agreement by means of a general notice on the service, electronic mail to your e-mail address on file in LiveShopper's records, or written communication sent by first class mail or pre-paid post to your address on record with LiveShopper. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twenty-four (24) hours after sending (if sent by email). You may give notice to LiveShopper, addressed to the attention of "LiveShopper Legal Department" at our principal place of business, which shall be deemed received by notice(s) registered overnight delivery service or first class postage prepaid mail at the following address: 123 E. Crawford St., Findlay, Ohio 45840.

11.6 Remedies: LiveShopper's remedies for any breach of this agreement by you will include injunction and other equitable remedies, in addition to other remedies available under the laws of this agreement by you would cause irreparable injury to LiveShopper for which monetary damages would not be an adequate remedy and, therefore, LiveShopper will be entitled to injunctive relief (including specific performance). The rights and remedies of LiveShopper set forth in this agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

11.7 Waiver: A waiver means not be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.8 Time is of the Essence: Time is of the essence in the performance of the tasks and your other obligations under this agreement.

11.9 Entire Agreement, Headings: This agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the parties. Except as permitted herein, no modification of or amendment to this agreement will be effective unless in writing and signed by the party to be charged.

11.10 Feedback: In the event that you provide LiveShopper with any feedback regarding the service or the LiveShopper mobile app, including without limitation, bug fixes, errors, bugs, anomalies, problems with and/or suggestions for the service or the LiveShopper mobile app (collectively, "Feedback"), you agree that LiveShopper shall have a royalty-free, fully paid-up, worldwide license to, the right to use such Feedback and related information in any manner we deem appropriate.

11.11 Modifications to LiveShopper Mobile App: LiveShopper reserves the right at any time to modify or discontinue, temporarily or permanently, the LiveShopper mobile app (or the service (or any part thereof) with or without notice. You agree that LiveShopper shall not be liable to you or any third party for any modification, suspension or discontinuance of the LiveShopper mobile app or the service.

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