

TERMS OF USE

Please read these Terms carefully. By using amzscout.net (the “*Site*”), AMZScout’s software or signing up for an account, you’re agreeing to these Terms. This is a legally binding agreement.

AMZScout (“*AMZScout*” or the “*Service*”) is a software service provider for merchants that is offered through AMZScout’s Site that is used for Amazon product research. AMZScout is owned and operated by AMZSout Corp., a Pennsylvania corporation (“*we,*” and/or “*us*”). AMZScout has officers, employees, independent contractors, and representatives (the “*Team*”). As a customer of the Service or as a representative of an entity that is a customer of the Service, you’re a “*Member*” according to this Agreement. You agree that:

1. **Use of Service.** Your use of AMZScout’s Service is based on the license of AMZScout’s Intellectual Property to you. We grant you a limited, non-transferable license to use AMZScout’s Intellectual Property in accordance with the terms of this Agreement for as long as you are a Member. AMZScout reserves all rights in the Intellectual Property not expressly granted to you.
2. **Account.** If you choose to use Our Service, you represent that you have full power, capacity and authority to accept these Terms.
3. You affirm that you are at least *fourteen (14) years* of age, or an emancipated minor, or possess legal parental or guardian consent, and to abide by and comply with these Terms of Service.
4. You must be a human to open an account. Accounts registered by “*bots*” or other automated methods are not permitted
5. You must personally and manually create your account without using any automated means aside from the auto-complete feature in your website browser. A third party may not create an account for you and you must not allow any third party to use your information to create an account.
6. You must provide your legal full name, valid email address, and any other information we request to complete your account-signup process
7. You are responsible for maintaining the security of your account and password. We will not be liable for any loss or damage from your failure to comply with this security obligation.
8. The purchase, sale, assignment or transfer of any accounts is prohibited.
9. You are responsible for your own conduct and activities on, through or related to Our Service. If you create an account to use Our Service, You are responsible for all conduct or activities on, through or by use of your account. You must immediately notify us of any unauthorized use of your account.

10. **Termination.**

10.1 We or You may terminate this Agreement at any time by giving notice to the other party. We may suspend our Service to you at any time, with or without cause.

10.2 Only if we terminate your account without cause, will we refund you a pro-rated portion of any pre-payment plan. If your account is terminated, we may permanently delete your account and all data associated with it from our Site.

10.3 If you don't log in to your account for *twelve (12) or more months*, we may treat your account as "*inactive*" and permanently delete the account and all data associated with it.

10.4 If you contact us within *seven (7) days* of purchasing any AMZScout services to terminate such services, we will refund the amount of your *LAST PAYMENT* to AMZScout. This provision shall apply to monthly, yearly and/or lifetime service plans.

11. Monthly Service Plan payments are due for any month on the same date, or the closest date in that month, to the day you signed up with us and made your first monthly payment. You must terminate your Monthly Service Plan at least *twenty-four (24) hours* prior to the next monthly due date in order to avoid being charged for that month.

12. **Account Dispute.** We consider the person or business entity in whose name the account is registered in to be the owner.

13. **Pricing.** Our charges related to our Services are posted on our Site at www.amzscout.net and may be changed from time to time.

14. **AMZScout Launches for Pro Extension for Chrome.** A "*launch*" for the purpose of this Section shall mean when a user opts to run a pro extension for Chrome on a particular Amazon page. Users who intend to conduct multiple launches within one (1) month's time under one (1) license shall be charged a Corporate Tariff fee in accordance with the fees listed on the AMZScout Site. ***The Corporate Tariff shall be applied if the user intends to launch the AMZScout Pro extension for Chrome more than six hundred (600) times in a given month.***

15. **Payments.** As long as you're a Monthly Service Plan member or have an outstanding balance with us, you'll provide us with a valid payment source and authorize us to deduct the monthly charges against that payment source. You'll replace the information for any payment source that expires with information for a different valid payment source. Anyone using a payment source represents and warrants that they are authorized to use that payment source, and that any and all charges may be billed to that payment source and won't be rejected. If, for some reason, we're unable to process your payment, we'll try to contact you by email so you may provide us with an alternate payment source. Payment

sources include Credit-Cards, PayPal or any other means which We deem acceptable. Failure to perform payment shall construe as material breach of this Agreement.

16. **Mutual Non-Disparagement Covenant.** You agree that you will not, at any time, make directly or indirectly, any oral or written public statements that are disparaging of us, our products and/or services, and any of our present or former Team. We (limited to its officers and directors) agree that we will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of you. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject matter. The Parties acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would or might be incurred as a result of a party's violation of this covenant. The Parties agree that the liquidated damages in the amount of *Five Thousand U.S. Dollars (\$5,000.00)* per violation provided under this Contract are in lieu of actual damages and are the Parties' reasonable estimates of fair compensation for the losses that may reasonably be incurred by each violation of this covenant.

17. **Changes.** We may change the terms of this Agreement or our pricing at any time by posting the changes to this Site or notifying you by email.

18. **Privacy Policy.** AMZScout may use and disclose your information according to our Privacy Policy. The Terms of Our Privacy Policy is incorporated into these Terms of Service by reference.

19. **Member Warranties.** You promise not to:

19.1 Send Unsolicited Bulk Mail ("*SPAM*") or other communications;

19.2 Upload, post, email, or otherwise transmit any material that contains software viruses and/or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

19.3 Send or transmit pornography or other sexually explicit communications, communications offering to sell illegal goods or services, communications that violate CAN-SPAM laws, or marketing or commercial communications without permission;

19.4 Infringe on any third party's ownership rights by using any material in your transmissions or uploads that is not owned or licensed by you. This includes text, photos, graphics, and other content;

19.5 Use any misleading or incorrect names, addresses, email addresses, subject lines, photographs, content or other information on the Website or in any communications or transmissions sent using Our Service;

19.6 Breach or circumvent any laws, third party rights or our systems, policies, or determinations of Your account status;

19.7 Use any robot, spider, scraper or other automated means to access our Service for any purpose;

19.8 Harvest or otherwise collect information about members without their consent; and

19.9 Upload or transmit harassing, offensive, obscene, defamatory, threatening, or malicious content or communications.

20. *Disclaimer of Warranties.* TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, AMZSCOUT OFFERS THE SITE AND SERVICES ***AS-IS*** AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SITE AND/OR ITS SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMZSCOUT DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

21. *Limitation of Liability.* EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL AMZSCOUT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (the "AMZSCOUT TEAM") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE OR SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE AMZSCOUT TEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS MADE ABOUT THE SERVICE IN ANY MONTH WILL BE NO MORE THAN WHAT YOU PAID TO US THE MONTH BEFORE.

22. *Indemnification for Breach of Terms of Use.* You agree to indemnify and hold harmless the AMZScout Team from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting, whether directly or indirectly, from your violation of the Terms of this Site. You also agree to indemnify and hold harmless the AMZScout Team from and against any and all claims brought by third parties arising out of the your use of the Site and/or Services and the content You make available via the Site and/or Services by any means, including without limitation through an emailing, posting, a link, reference to content, or otherwise, whether by You or a third party using Your password.

23. Attorneys' Fees. In the event we prevail in any action against you arising out of or relating to this Agreement, We shall be entitled to recover damages, other relief we may be awarded, its costs and expenses, including reasonable attorneys' fees, incurred in connection with any such action.

24. Subpoena Costs. If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These costs may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

25. Intellectual Property.

25.1 Ours. The AMZScout Site, its original content, features, functionality (including look), and Service Content ("*Intellectual Property*") are owned by AMZScout and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, or republish any of our copyrighted content. The term "*content*" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, adwords, and interactive features generated, provided, or otherwise made accessible on or through AMZScout.

25.2 Yours. You represent and warrant that you either own or have permission to use all of the material you upload to or transmit using AMZScout. You retain ownership of the materials you upload to, or transmit using the Service. You grant us a non-exclusive worldwide license to use or disclose your materials subject to our Privacy Policy.

26. Compliance with Law. You represent and warrant that your use and interaction with AMZScout is in compliance with all national, federal, state, and local laws, ordinances and regulations. If you are located in a Country outside of the United States, it is your responsibility to determine that you are in compliance with the laws of that Country. You agree to indemnify and hold us harmless from any losses, including attorneys' fees that result from your breach of any part of these warranties.

27. Insurmountable Circumstances. We shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of God, war, hackers, third party internet providers, government orders, power failures, nuclear destruction, or any other insurmountable circumstance or event ("*Force Majeure*").

28. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

29. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

31. **Waiver.** Our failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

32. **Amendment.** This Agreement will only be amended by our posting new terms on this Website. These new terms will then be incorporated into the existing Agreement. If there is a conflict between the existing terms and the new terms, the new terms shall control.

33. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the *Commonwealth of Pennsylvania* without regard to its conflict of laws rules, or international law or convention.

34. **Dispute Resolution.** In the event AMZscout and Member (the "*Parties*") are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association ("*AAA*") in the Commonwealth of Pennsylvania. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The Parties agree to arbitrate all disputes and claims with respect to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The Parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms of Use.

34.1 Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between You and Us alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

34.2 The above notwithstanding, if You violate these Terms then we may seek injunctive or other equitable relief.

35. **Assignment.** You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

36. **Disclaimer.** In no event will The AMZScout Team be responsible for the actions of any third party. Third parties may include, but are not limited to, advertisers, linked websites or other members.

37. **Notice.** All notices to You will be effective when We send it to the last email or physical address you gave us or posted on our Site. Any notice to Us will be effective when delivered to us at:

37.1 **Email:** *support@amzscout.net*

37.2 **Mailing Address:** **AMZSCOUT CORPORATION**
1735 Market Street, Suite 3750
Philadelphia, Pennsylvania 19103

38. **Copyright Infringement.** If copyrighted content that belongs to You was posted on the Site without Your permission please notify Us at:

38.1 **Email:** *support@amzscout.net*

38.2 **Mailing Address:** **AMZSCOUT CORPORATION**
1735 Market Street, Suite 3750
Philadelphia, Pennsylvania 19103

38.3 Please include the following in your notice:

38.3.1 An electronic or physical signature of the copyright owner or someone authorized to act on their behalf;

38.3.2 The name, address, telephone number, and email address of the copyright owner;

38.3.3 Identification of the copyrighted work that is being infringed;

38.3.4 Identification of where the infringing material is located on our Site (a URL works best);

38.3.5 A statement that you have a good faith belief that the use isn't authorized by the copyright owner, its agent or the law;

38.3.6 A statement that the information in your notice is accurate, and

38.3.7 You're authorized to act on behalf of the copyright.

38.4 This statement must be made under penalty of perjury, meaning if any part of the statement is false, you could be committing perjury which is a serious offense that is sometimes even classified as a felony.

38.5 **Warning:** If you knowingly make a false statement in your claim of copyright infringement, then you may be subject to liability for damages and heavy civil penalties. If you're not sure whether material on one of our Sites infringes your copyright, then you should speak with a lawyer before notifying us. We may forward your notice to the user that uploaded the content.

39. **Electronic Communications.** When you use the AMZScout service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

40. **Entire Agreement.** This Agreement together with Our Privacy Policy and any additional terms You have agreed to constitute(s) the entire agreement with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.