

Terms of Use

By entering your email you agree to receive personalized HooSavings deals each day. You may unsubscribe at anytime.

Welcome to the HooSavings Site (defined below). By using it, you are agreeing to these Terms of Use (defined below). Please read them carefully. If you have any questions, contact us here.

These Terms of Use were last updated on August 28, 2014.

ACCEPTANCE OF TERMS OF USE

HooSavings, LLC. ("HooSavings" "we" or "us" or "our") owns and operates the website, www.HooSavings.com, the mobile and touch versions and any sites we have now or in the future that reference these Terms of Use (collectively, "Site"). By using the Site and HooSavings's services through the Site, you agree to these Terms of Use (defined below) and any additional terms applicable to certain programs in which you may elect to participate. You also agree to our Privacy Statement, located at <http://www.HooSavings.com/privacy>, and acknowledge that you will regularly visit the Terms of Use (defined below) to familiarize yourself with any updates. The Privacy Statement, together with these terms of use, and any other terms contained herein or incorporated herein by reference, are collectively referred to as the "Terms of Use." The term "using" also includes any person or entity that accesses or uses the Site with crawlers, robots, data mining or extraction tools or any other functionality.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP USING THE SITE AND DO NOT USE ANY HOOSAVINGS SERVICE, PARTICIPATE IN ANY PROGRAM OR PURCHASE ANY VOUCHER, PRODUCT OR OTHER GOOD OR SERVICE OFFERED THROUGH THE SITE.

These Terms of Use are organized as follows:

About the Site

Ownership of the Site

Use of the Site

Access to the Site

Modification

Your Account

Your Conduct

Your Privacy

Terms of Sale

Special Programs

HooSavings Reserve

HooSavings Refer-A-Friend

HooSavings Freebies

Copyright and Trademarks

User Content

Unsolicited Ideas

Copyright Policy and Digital Millennium Copyright Act (DMCA) Procedures

Disclaimer of Warranty

Limitation of Liability

Electronic Communications

Websites of Others

Indemnification/Release

Force Majeure

Assignment

Entire Agreement

Choice of Law

Dispute Resolution

License to Sell Travel Services

Additional Disclosures

1. About the Site

The Site is a platform through which (“Merchants”) advertise and make available coupon offerings for goods, services or experiences . Merchants are the issuers of Coupons and Merchant Gift Cards. The Merchant is solely responsible to you for the care and quality of the goods and services it provides. Not HooSavings.

All Merchant Offerings, Products, other available programs and pricing on the Site may change at any time in HooSavings’s discretion, without notice.

2. Ownership of the Site

The Site, any content on the Site and the infrastructure used to provide the Site are proprietary to us, our affiliates, Merchants and other content providers. By using the Site and accepting these Terms of Use: (a) HooSavings grants you a limited, personal, nontransferable, nonexclusive, revocable license to use the Site pursuant to these Terms of Use and to any additional terms and policies set forth by HooSavings; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell or re-sell any content, software, products or services obtained from or through the Site without the express permission of HooSavings.

3. Use of the Site

As a condition of your use of the Site, you agree that:

You are at least 18 years of age;

You are able to create a binding legal obligation;

You are not barred from receiving products or services under applicable law;

You will not attempt to use the Site with crawlers, robots, data mining or extraction tools or any other functionality;

Your use of the Site will at all times comply with these Terms of Use;

You will only make legitimate purchases that comply with the letter and spirit of the terms of the respective offers;

You will only make purchases on the Site for your own use and enjoyment or, as a gift for another person;

You have the right to provide any and all information you submit to the Site, the information and all such information is accurate, true, current and complete;

You will update and correct information you have submitted to the Site and ensure that it is accurate at all times (out-of-date information will invalidate your account); and,

You will only purchase a Merchant Offering, Product or participate in other available programs through the Site by creating an account on the Site, and any purchase will be subject to the applicable Terms of Sale set forth in these Terms of Use.

4. Access to the Site

HooSavings retains the right, at our sole discretion, to deny service or use of the Site or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Site and your account accessible, the Site and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Site access or access to your account due to circumstances both within our control (e.g., routine maintenance) and outside of our control.

5. Modification

We reserve the right at all times to discontinue or modify any part of these Terms of Use in our sole discretion. If we make changes that affect your use of the Site or our services we will post notice of the change on the Site. If you have an account on the Site, any changes to these Terms of Use will be effective upon our notice of the changes on the Site; provided that these changes will not apply to Merchant Offerings or Products purchased prior to the effective date of such changes. If you do not agree to the changes, you may close your account without penalty and you should not use the Site or any services offered through the Site after the effective date of the changes. If you do not have an account, any changes will be effective immediately for new and existing users of the Site and for all Vouchers or Products purchased after the effective date of the change. We suggest that you revisit our Terms of Use regularly to ensure that you stay informed of any changes. Your use of the Site after we update these Terms of Use will constitute acceptance of the modified Terms of Use.

6. Your Account

You may only create and hold one account on the Site for your personal use and must register using a valid credit card. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to: (a) save, edit or delete your personal information, including, without limitation, payment data; and (b) opt-out of persistent login. You understand and agree that HooSavings shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account. Your account will expire if your account is not maintained with current information, including a valid credit card.

Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms of Use, including failure to maintain updated and correct information about your account, will cause your account to fall out of good standing and we may cancel your account in our sole discretion. If your account is cancelled, you may forfeit any pending, current or future promotional account credits and any other forms of unredeemed value in your account. Upon termination, the provisions of these Terms of Use that are by their nature intended to survive termination (e.g., any disclaimers, all limitations of liability and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of our services or the Site, including, but not limited to, requirements for use.

7. Your Conduct

All interactions on the Site must comply with these Terms of Use. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Site, we may limit your privileges on the Site and seek other remedies.

The following activities are prohibited on the Site and constitute express violations of these Terms of Use:

Submitting any content to the Site that:

Violates applicable laws (including but not limited to intellectual property laws, laws relating to rights of privacy and rights of publicity and laws related to defamation);

Contains personal information, except when we expressly ask you to provide such information;

Contains viruses or malware;

Offers unauthorized downloads of any copyrighted, confidential or private information;

Has the effect of impersonating others;

Contains messages by non-spokesperson employees of HooSavings purporting to speak on behalf of HooSavings or provides confidential information concerning HooSavings;

Contains chain letters of any kind;

Is purposely inaccurate, commits fraud or falsifies information in connection with your HooSavings account or to create multiple HooSavings accounts; or

Is protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.

Attempting to do or actually doing any of the following:

Accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;

Scanning or monitoring the Site for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information or similar data;

Scanning or testing the security or configuration of the Site or to breach security or authentication measures; or

Interfering with service to any user in any manner, including, without limitation, by means of submitting a virus to the Site or attempting to overload, "flood," "spam," "mail bomb" or "crash" the Site.

Using any of the following:

Frames, framing techniques or framing technology to enclose any content included on the Site without our express written permission;

Any Site content, including without limitation User Content (defined below), in any meta tags or any other "hidden text" techniques or technologies without our express written permission;

The Site or any of its contents to advertise or solicit, for any commercial, political or religious purpose or to compete, directly or indirectly, with HooSavings; or

The Site or any of its resources to solicit consumers, Merchants or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with HooSavings, including, without limitation, aggregating current or previously offered deals.

Collecting any of the following:

Content from the Site, including, but not limited to, in connection with current or previously offered deals, and featuring such content to consumers in any manner that diverts traffic from the Site without our express written permission; or

Personal Information (defined in our Privacy Statement), User Content (defined in Section 12 below) or content of any consumers or Merchants.

Engaging in any of the following:

Tampering or interfering with the proper functioning of any part, page or area of the Site or any functions or services provided by HooSavings;

Taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);

Reselling or repurposing your access to the Site or any purchases made through the Site;

Exceeding or attempting to exceed quantity limits when purchasing Merchant Offerings or Products, or otherwise using any HooSavings account to purchase Merchant Offerings or Products for resale or for speculative, false, fraudulent or any other purpose not expressly permitted by these Terms of Use and the terms of a specific offer on the Site;

Accessing, monitoring or copying any content from the Site using any "robot," "spider," "scraper" or other automated means or any manual process for any purpose without our express written permission;

Violating the restrictions in any robot exclusion headers on the Site or bypassing or circumventing other measures employed to prevent or limit access to the Site;

Aggregating any current or previously-offered deals or content or other information from the Site (whether using links or other technical means or physical records associated with purchases made through the Site) with material from other sites or on a secondary site without our express written permission;

Deep-linking to any portion of the Site (including, without limitation, the purchase path for any Voucher) without our express written permission;

Hyperlinking to the Site from any other website without our initial and ongoing consent; or

Acting illegally or maliciously against the business interests or reputation of HooSavings, our Merchants or our services.

8. Your Privacy

We take the privacy of your personal data seriously. We encourage you to carefully review our Privacy Statement for important disclosures about ways that we may collect, use, and share personal data and your choices. Our Privacy Statement is incorporated in these Terms of Use, and available [here](#).

9. Terms of Sale

By purchasing or obtaining any Merchant Offering or Product via the Site, you agree to these Terms of Use, including the Terms of Sale, available [here](#).

10. Special Programs

By participating in special programs offered by HooSavings, you agree to these Terms of Use and the additional terms of each program available [here](#).

11. Copyright and Trademarks

The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire contents of the Site are protected by copyright, trademark and other intellectual property laws of the United States. HooSavings owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works or in any way exploit any of the content, in whole or in part. Except as otherwise expressly stated under copyright law, no downloading, copying, redistribution, retransmission, publication or commercial exploitation of the content without the express permission of HooSavings or the copyright owner is permitted. If downloading, copying, redistribution, retransmission or publication of copyrighted material is permitted, you will make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

You will not upload, post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. HooSavings does not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will not post any material deemed offensive or inappropriate. HooSavings reserves the right to remove any such material without notice and at its discretion and to suspend or cancel Merchant responsible. You will be solely liable for any damage

resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission.

Other marks on the site not owned by HooSavings may be under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of HooSavings unless otherwise stated, or may be the property of their respective owners. You may not use HooSavings's name, logos, trademarks or brands without HooSavings's express permission.

12. User Content

The Site may provide registered users and visitors various opportunities to submit or post reviews, opinions, advice, ratings, discussions, comments, messages, survey responses and other communications, as well as files, images, photographs, video, sound recordings, musical works and other content (collectively, "User Content") through forums, bulletin boards, discussion groups, chat rooms, surveys, blogs or other communication facilities that may be offered on, through, or in connection with the Site from time to time. You may be required to have a HooSavings account to submit User Content.

If you contribute any User Content, you represent and warrant that: (a) you are the creator the User Content; or (b) if you are acting on behalf of the creator, that you have (i) express, advance authority from the creator to submit or post the User Content, and (ii) all rights necessary to grant the licenses and grants in these Terms of Use. You further represent and warrant (or, if you are acting on behalf of the creator of the User Content, you have assured that the creator represents and warrants) that the sharing of the User Content for the purposes you have selected will not violate or infringe any copyrights, trademarks or any other intellectual property rights or rights of third parties, including the rights of publicity or privacy. You represent and warrant that you will not upload, post, transmit or otherwise make available User Content that is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, infringing, pornographic, obscene, violent, misleading, defamatory or libelous, invasive of the privacy of another person or violative of any third-party rights; or if User Content contains any material that harbors viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any software or computer equipment.

HooSavings shall have the sole and absolute right, but not the obligation, to review, edit, post, refuse to post, remove, monitor the User Content and disclose the User Content and the circumstances surrounding its transmission to any third-party, at any time, for any reason, including to determine compliance with these Terms of Use and any operating rules established by HooSavings, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, HooSavings shall have the right to remove any material from the Communities or any other HooSavings controlled sites, in its sole and absolute discretion. HooSavings assumes no liability for any User Content or other information that appears or is removed from the Site or elsewhere. HooSavings has no obligation to use User Content and may not use it at all.

In some instances and from time to time, it may be possible to modify or remove the User Content submitted or posted through your account. HooSavings makes no representations or warranties that the

User Content you modify or remove will be modified or removed from the Site or elsewhere, or that the User Content will cease to appear on the Internet, in search engines, social media websites, or in any other form, media or technology.

Public Nature of Your User Content.

You understand and agree that User Content is public. Any person (whether or not a user of HooSavings's services) may read your User Content without your knowledge. Please do not include any Personal Information in your User Content unless you wish for it to be publicly disclosed. HooSavings is not responsible for the use or disclosure of any Personal Information that you disclose in connection with User Content.

Any User Content of any kind made by you or any third-party is made by the respective author(s) or distributor(s) and not by HooSavings. Other users may post User Content that is inaccurate, misleading or deceptive. HooSavings does not endorse and is not responsible for any User Content, and will not be liable for any loss or damage caused by your reliance on such User Content. User Content reflects the opinions of the person submitting it and may not reflect the opinion of HooSavings. HooSavings does not control or endorse any User Content, and specifically disclaims any liability concerning or relating to your contribution of, use of, or reliance on any User Content and any actions resulting from your participation in any part of the Site, including any objectionable User Content.

License Grants.

Some User Content you submit to HooSavings may be displayed or may give you the option to display in connection with your Personal Information, or a portion of your Personal Information, including but not limited to your name, initials, username, social networking website user account name, image, likeness, preferences, voice and location. You grant HooSavings a royalty-free, perpetual, irrevocable, sublicensable, fully paid-up, non-exclusive, transferrable, worldwide right to use, display, distribute, offer for sale and sell the Personal Information in connection with your User Content, whether the User Content appears alone or as part of other works, and in any form, media or technology, whether now known or hereinafter developed, and to sublicense such rights through multiple tiers of sublicensees, all without compensation to you. However, HooSavings shall have no obligation to use your Personal Information in connection with any User Content.

As between you and HooSavings, you shall retain all ownership rights in and to the User Content you submit or post. However, by contributing User Content or other information on or through the Site, you grant HooSavings a royalty-free, perpetual, irrevocable, sublicensable, fully paid-up, non-exclusive, transferrable, worldwide right and license to use, reproduce, create derivative works from, publish, edit, translate, distribute, perform, display, transmit, offer for sale and sell the User Content alone or as part of other works in any form, media or technology, whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees and without compensation to you. You waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding the User Content that you may have under any applicable law under any legal theory. HooSavings's license in any User Content or Personal Information submitted includes, but is not

limited to, use for promotions, advertising, marketing, market research, merchant feedback, quality control or any other lawful purpose.

As detailed in Section 3, contributing User Content or other information on or through the Site, is limited to individuals over 18 years old. The Site is designed and intended for adults. By contributing User Content or other content on or through the Communities, you affirm that you are over 18 years old. We will promptly delete User Content or other content associated with any account we obtain actual knowledge of that is associated with a registered user who is not at least 18 years old. If you are under 18 years old, please notify us and we will take action.

13. Unsolicited Ideas

We do not accept or consider, directly or through any HooSavings employee or agent, unsolicited ideas of any kind, including without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans or other promotions. Do not send us (or any of our employees) any unsolicited ideas, suggestions, material, images or other work in any form ("Unsolicited Materials"). If you send us Unsolicited Materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

HooSavings has no obligation to review any Unsolicited Materials, nor to keep any Unsolicited Materials confidential; and

HooSavings will own, and may use and redistribute, Unsolicited Materials for any purpose without restriction and free of any obligation to acknowledge or compensate you.

14. Copyright Policy and Digital Millennium Copyright Act (DMCA) Procedures

HooSavings reserves the right to terminate your or any third-party's right to use the Site if such use infringes the copyrights of another. HooSavings may, under appropriate circumstances and at its discretion, terminate your or any third-party's right to access to the Site, if HooSavings determines that you or a third-party is a repeat infringer. If you believe that any material has been posted via the Site by any third-party in a way that constitutes copyright infringement, and you would like to bring it to HooSavings's attention, you must provide HooSavings's DMCA Agent identified below with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Site of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) your name and contact information, including telephone number and email address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

15. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NONE OF HOOSAVINGS, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR (B) THE ACCURACY, COMPLETENESS OR RELIABILITY OF (I) THE CONTENT ON THE SITE, INCLUDING WITHOUT LIMITATION MERCHANT OFFERINGS, PRODUCTS OR OTHER AVAILABLE PROGRAMS, (II) DESCRIPTIONS OF MERCHANT OFFERINGS, PRODUCTS OR OTHER AVAILABLE PROGRAMS, OR (III) USER CONTENT PROVIDED THROUGH THE SITE. THE SITE AND ALL CONTENT, USER CONTENT AND OTHER INFORMATION CONTAINED ON THE SITE, MERCHANT OFFERINGS, PRODUCTS AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE, ARE MADE ACCESSIBLE OR AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, HOOSAVINGS HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE CONTENT, USER CONTENT OR OTHER INFORMATION CONTAINED ON THE SITE OR THE MERCHANT OFFERINGS, PRODUCTS OR OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING.

16. Limitation of Liability

IN NO EVENT SHALL HOOSAVINGS, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO: (A) YOUR USE OF THE SITE, THE CONTENT, USER CONTENT AND OTHER INFORMATION CONTAINED IN THE SITE; (B) YOUR INABILITY TO USE THE SITE; (C) MODIFICATION OR REMOVAL OF CONTENT SUBMITTED ON THE SITE; (D) THE MERCHANT OFFERINGS, PRODUCTS AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE; OR (E) THESE TERMS OF USE. IN NO EVENT WILL HOOSAVINGS'S LIABILITY IN CONNECTION WITH A MERCHANT OFFERING, PRODUCT, AND OTHER AVAILABLE PROGRAMS EXCEED THE AMOUNTS PAID FOR THE APPLICABLE VOUCHER, PRODUCT OR SERVICE. TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE SHALL NOT EXCEED (I) THE AMOUNTS PAID BY YOU DURING THE SIX MONTHS PRECEDING THE BRINGING OF ANY CLAIM, OR (II) FIVE HUNDRED DOLLARS, WHICHEVER IS LESS. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

17. Electronic Communications

When you use the Site or send emails to HooSavings, you are communicating with us electronically and consent to receive electronic communications related to your use of the Site. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to you and effective when sent to the email address you provide on the Site or from which you otherwise email us.

18. Websites of Others

The Site contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, Products or services available on or through any such linked site or resource.

19. Indemnification/Release

You agree to defend, indemnify and hold harmless HooSavings, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to: (a) any Merchant Offerings or Products purchased by you through the Site; (b) any User Content submitted or posted by you, in connection with the Site, or any use of the Site in violation of these Terms of Use; (c) fraud you commit or your intentional misconduct or gross negligence; or (d) your violation of any applicable U.S. or foreign law or rights of a third-party.

You are solely responsible for your interactions with Merchants and other users of the Site. To the extent permitted under applicable laws, you hereby release HooSavings from any and all claims or liability related to any product or service of a Merchant, any action or inaction by a Merchant, including but not limited to any harm caused to you by action or inaction of a Merchant, a Merchant's failure to comply with applicable law and/or failure to abide by the terms of a Merchant Offering and any conduct, speech or User Content, whether online or offline, of any other third-party.

20. Force Majeure

HooSavings shall be excused from performance under these Terms of Use, to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of HooSavings.

21. Assignment

You may not assign these Terms of Use, or any rights, benefits or obligations hereunder, by operation of law or otherwise, without the express written permission of HooSavings. Any attempted assignment that does not comply with these Terms of Use shall be null and void. HooSavings may assign these Terms of Use, in whole or in part, to any third-party in its sole discretion.

22. Entire Agreement

The Terms of Use, including the incorporated Terms of Sale, Privacy Statement and other terms incorporated by reference, constitutes the entire agreement and understanding between you and HooSavings with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and HooSavings with respect to such subject matter.

23. Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or HooSavings's services shall be governed by the laws of the State of Massachusetts, without regard to its choice of law rules and without regard to conflicts of laws principles.

If you reside in Canada, any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or HooSavings's services shall be governed by the laws of the Province in which you reside at the time you enter into these Terms of Use, without regard to its choice of law rules and without regard to conflicts of laws principles. HooSavings and you specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods as that Convention may be incorporated into applicable law.

24. Dispute Resolution

(a) Binding Arbitration. Except as specifically stated herein, any dispute or claim between you and HooSavings arising out of, or relating in any way to, the Terms of Use, the Site or your use of the Site, or any Products, Merchant Offerings or services offered or distributed through the Site ("Disputes") shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court in Cook County, Illinois. By virtue of this Agreement (defined below), you and HooSavings are each giving up the right to go to court and have a Dispute heard by a judge or jury (except as otherwise set forth in this Section 24(a) or Section 24(d)). The provisions of this Section 24 shall constitute your and HooSavings's written agreement to arbitrate Disputes under the Federal Arbitration Act ("Agreement"). Any modification to this Agreement shall be in writing and signed by you and HooSavings. The arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes, available at <http://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

(b) No Class Action Matters. We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.

(c) Choice of Law and Forum; No Jury Trial. If for any reason a Dispute proceeds in court: (i) you agree that any such Dispute may only be instituted in a state or federal court in Cook County, Illinois; (ii) you and HooSavings irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; (iii) you and HooSavings agree that the Federal Arbitration Act, the AAA rules, applicable federal law and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Agreement and any Disputes; and (iv) you and HooSavings agree to waive any right to a trial by jury.

(d) Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's intellectual property or any conduct that violates Section 7 ("Your Conduct") of the Terms of Use.

(e) Time Limitations. If either of us wants to assert a Dispute against the other, the party with a Dispute must institute arbitration within one (1) year from the date the Dispute arose. Absent commencing the arbitration within one (1) year from the date the Dispute arose, the Dispute(s) will be forever barred.

(f) Severability. With the exception of Section 24(b) above, if any part of this Section 24 is ruled to be unenforceable, then the balance of this Section 24 shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein.

25. License to Sell Travel Services

26. Additional Disclosures

No waiver by either you or HooSavings of any breach or default or failure to exercise any right allowed under these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms of Use. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of our Agreement shall continue in full force and effect.

You are contracting with HooSavings, LLC. Correspondence should be directed to: HooSavings, LLC Massachusetts .,

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

The provisions of these Terms of Use apply equally to and are for the benefit of HooSavings, its subsidiaries, affiliates, Merchants and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.