

## **POPSUGAR Insight Community Terms of Service**

POPSUGAR Inc. (“POPSUGAR,” “we,” “us,” “our”) owns and operates the POPSUGAR Insight Community website (community.popsugar.com) (“Site”) and the features, tools, platforms, and services accessible on or through the Site including the POPSUGAR Insight Community (the “Community” or the “Services”), as provided by POPSUGAR or its service provider MARU Group LLC (“Service Provider”).

### **YOUR ACCEPTANCE OF TERMS**

By accessing or using any of our Services, you (“you,” “your,” “user”) agree to be bound by these terms and conditions (the “Community Terms”), POPSUGAR’s terms of services located at <https://www.popsugar.com/tos> (“Terms of Service”), and POPSUGAR’s privacy policy located at <https://popsugar.com/privacy> (“Privacy Policy”), which are incorporated herein by reference (together, the “Agreement”). Your use of the Services is expressly conditioned upon your assent to all of the terms and conditions of this Agreement to the exclusion of all other terms. If you do not agree to any of these terms and conditions, then please do not use our Services.

### **MODIFICATION OF TERMS**

We reserve the right, in our sole discretion, to modify the Community Terms at any time by posting a notice on this Site or the POPSUGAR website, or by sending you a notice via email or postal mail. Please check periodically for updates, as you will be responsible for reviewing and becoming familiar with any such changes. Your continued use of the Services following such notice constitutes and confirms your acceptance of the terms and conditions of these Community Terms.

### **PROGRAM OVERVIEW**

The Community brings together readers and users of POPSUGAR for the opportunity to participate in surveys, opinion polls, and/or online discussions related to certain products, services and/or features that POPSUGAR or its partners have released or implemented, or that POPSUGAR or its partners currently offer, may release or implement at some point in the future (“Activities”).

### **ELIGIBILITY TO USE SERVICES**

The Community is invitation only and is open to qualified applicants who are aged thirteen (13) years or older and reside in the United States. By accessing the Services, you represent and warrant to POPSUGAR that: (i) you are an individual (i.e., not a corporation) who is a legal U.S. resident and at least 13 years old; (ii) you are of legal age to form a binding contract or have your parent’s permission to do so; (iii) all registration information you submit is accurate and truthful and you will maintain the accuracy of such information; (iv) you are legally permitted to use and access the Services and take full responsibility for your access and use of the Services.

Your account is intended for your personal use only. You are responsible for all actions taken under your Account and agree to not let anyone other than yourself access your

Account. You agree to only create one account for yourself and not to create another account if yours has been disabled.

This Agreement is void where prohibited by law, and the right to access and use the Services is revoked in such jurisdictions.

## **ACCOUNT REGISTRATION**

Certain Services are available only to registered users who establish an account. The Community is open to invited users who provide their name, email address, and successfully complete a brief profiling questionnaire (consisting of basic demographic information). Applicants who qualify for membership (as determined by POPSUGAR) will be sent an email with instructions on how to complete the sign-up process (once registered, a “Member”) during which they will be required to choose a password and may be required to provide additional information. In order to participate in Community forums, you will be required to create a username, which (along with anything you submit to the forum) will be visible to other Community Members. You are responsible for maintaining the confidentiality and security of your password, and for providing information that is accurate, complete, and up-to-date.

## **PRIVACY AND CONFIDENTIALITY**

For information regarding POPSUGAR’s treatment of personal information, please review our current Privacy Policy at <https://popsugar.com/privacy>; any use of our Services constitutes your acceptance and agreement to be bound by our Privacy Policy.

We may use Member comments, feedback, or Activity responses publically (including on this Site) without identifying the Member who provided them. Through your use of the Services and/or participation in the Community, you may be exposed to or learn about ideas, information, products, plans, or other materials or information that has not been released to the general public. You agree that such information and material is confidential and proprietary to POPSUGAR. By using the Services, you agree to keep such information confidential and to not disclose or use it for any purpose except for the sole purpose of completing the Activities and participating in the Community.

## **MODIFICATION, TERMINATION AND PARTICIPATION**

Participation in Activities is entirely voluntary; however, if you do not participate in at least one Activity every six (6) months or otherwise maintain an active membership as determined by POPSUGAR, your account may be suspended or terminated (we will try, but cannot promise, to notify you in advance and give you the opportunity to continue your membership). POPSUGAR does not guarantee that you will receive opportunities for participating in a certain number of Activities or any Activities at all.

POPSUGAR reserves the right to modify, discontinue, terminate or suspend any and all Services without prior notice. This Agreement shall remain in full force and effect while you use any part of the Services. POPSUGAR may terminate or suspend your access to the Services (and/or any feature thereof) or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Upon termination of your account, your right to access

and use the Services will immediately cease. You agree that you do not have any rights in the Services and that neither POPSUGAR nor the Service Provider will have any liability to you if the Services or your membership are discontinued or interrupted.

You may at any time opt-out of receiving emails related to the Services, and may terminate your use of the Services or your membership at any time by following the instructions provided through the Services. You understand that POPSUGAR and the Service Provider may still collect and analyze any and all content from your account, regardless of whether your membership has been discontinued or terminated.

## **SUBMITTED CONTENT**

In the course of using the Services, you and other users may create, upload, submit, or send information, images, feedback, text, comments, or other content to or through the Services (collectively, "Submitted Content"). When you do that, you grant POPSUGAR a non-exclusive, worldwide, royalty free, perpetual, irrevocable, sublicenseable, transferable right, in all media formats and channels, known and unknown, to fully exploit the Submitted Content (including the ability to modify, edit, or make derivative works of the Submitted Content) for any purpose, without compensation or further consideration to you. To the extent

In addition, you grant to POPSUGAR the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in the Submitted Content, without notice, obligation or payment to you. Except as required by law, you waive any rights of attribution or moral rights you may have in the Submitted Content, regardless of whether it is altered or changed in any way.

You, not POPSUGAR, will have sole responsibility and liability for all Submitted Content, and you warrant that you possess all rights necessary to provide such content to POPSUGAR and to grant POPSUGAR the rights to use such information in connection with the Services and as otherwise provided herein.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that POPSUGAR will not be liable for any errors or omissions in any such content. POPSUGAR does not endorse or guarantee the accuracy of any content, comments, opinions, or statements posted on or through the Services. You understand that POPSUGAR cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, POPSUGAR cannot guarantee the authenticity of any data, which users may provide about themselves. You acknowledge that all content, including but not limited to text, graphics, photographs, images, illustrations, video, and creations (including Submitted Content and third party content) displayed or performed on the Services or accessed by you during your use of the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

## **MEMBER CONDUCT**

The Services and its contents are intended solely for your personal, non-commercial use. You may not use the Services to advertise or engage in any form of commercial solicitation.

You agree to not to solicit, store or collect personal information about other members of the Community.

You agree that you will not use the Services for any unlawful purposes, and will not distribute or send any illegal content of any kind. You understand that by posting, distributing or selling any illegal content or participating in any form of discussion with the intention to commit any illegal activity may put you at risk of criminal and/or civil liability.

Without limiting the other terms and conditions in this Agreement, you acknowledge and agree to the following guidelines for posting and/or viewing Submitted Content and other content, material, or information on or through the Services: Any comment made under your account will be deemed to have been made by you; you shall not post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material; you shall not make false or misleading statements. You shall not offer to sell or buy any product or service, or post links to third party websites; you shall not post material that infringes the intellectual property rights or other proprietary rights, or rights of publicity or privacy, of any third party; you shall not post information that is confidential or sensitive; and you shall not post any content that objectionable or illegal, or could create a risk of harm, loss or damage of any kind.

You agree to not to disrupt, overwhelm, attack, modify or interfere with the Services or any associated software, hardware and/or servers in any way, or to create a risk of harm, loss or damage of any kind. With the exception of connecting to the Service Provider's servers by http or https requests using a Web browser, you are prohibited from attempting to access the Service Provider's servers, including, without limitation, by disguise as an administrator or through server passwords while using the Services or otherwise.

## **COMMUNITY & ACCOUNT MONITORING**

POPSUGAR has no obligation and assumes no responsibility for monitoring the Services or Submitted Content. However, POPSUGAR reserves the right to monitor, block or remove Submitted Content (including disabling access thereto) for any or no reason without notice to you. If POPSUGAR chooses, in its sole discretion, to monitor the Services, POPSUGAR assumes no responsibility for the Submitted Content and has no obligation to modify or remove any inappropriate materials. POPSUGAR reserves the right to remove any Submitted Content from the Services at any time, for any reason or no reason in its sole discretion with or without prior notice. POPSUGAR hereby disclaims any and all liability to you or any third party relating to any dispute between you and other users of the Services. You will fully cooperate with POPSUGAR to investigate any suspected unlawful, fraudulent, or improper activity, including without limitation, granting POPSUGAR access to your Account.

## **PROPRIETARY RIGHTS**

Unless otherwise indicated, the Services and all content and other materials on the Site, including, without limitation, the POPSUGAR logo, and all designs, text, graphics, pictures, images, information, data, software, sound files, videos, code or other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of the POPSUGAR and/or their respective affiliates and/or licensors, including without limitation Service Provider, and are protected by U.S. and international intellectual property laws. You may not copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit any part of the Services or the Site Materials.

We may, in our sole discretion, suspend the access or terminate the accounts of users who violate others' intellectual property rights. If you believe that your work has been copied in a way that constitutes infringement on our website, please follow the steps and provide the information as detailed in the 'COPYRIGHT DISPUTE POLICY' section of the POPSUGAR Website Terms of Service available at <https://www.popsugar.com/tos>.

## **INDEMNITY**

You agree to indemnify and hold POPSUGAR and its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand (including without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) made by any third party due to or arising out of your use of or access to the Services. Please note, some states, such as New Jersey, may limit or prohibit indemnification obligations and, therefore, this provision, may not apply if you are a resident of New Jersey or another state with such limitations.

## **RELEASE OF CLAIMS**

You hereby release POPSUGAR, its subsidiaries and affiliates and each of their officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of (i) having acquired or not acquired any Content through the Services, or (ii) any disputes with any third party and our Services. IF YOU ARE A CALIFORNIA RESIDENT, YOU SHALL AND HEREBY DO WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL 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."

## **DISCLAIMER OF WARRANTIES**

THE SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT ON OR ACCESSED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRIE OR IMPLIED, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF CONTENT, NON-INFRINGEMENT THE AVAILABILITY OR QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE VIA THE PROGRAM, OR THAT ACCESS TO OR USE OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE

ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF NEW JERSEY OR ANOTHER STATE WHICH DOES NOT ALLOW SUCH LIMITATIONS.

Without limiting the generality of the foregoing, POPSUGAR makes no representations or warranties regarding the accuracy of descriptions displayed anywhere on or through the Services, or regarding suggestions or recommendations of services or products offered through the Services.

The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. POPSUGAR makes no representations concerning any content contained in or accessed through the Services, and POPSUGAR and its affiliates will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through Services. Under no circumstances will POPSUGAR or its affiliates be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred in connection with use of or exposure to any content posted, emailed, accessed, transmitted or otherwise made available on or through the Services.

#### **LIMITATIONS OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL POPSUGAR OR ITS AFFILIATES, OR THE SERVICE PROVIDER OR ITS AFFILIATES, BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE FEES PAID BY YOU THEREFOR OR \$100; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND POPSUGAR'S REASONABLE CONTROL. BECAUSE SOME JURISDICTIONS, INCLUDING WITHOUT LIMITATION NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY SET FORTH ABOVE, THE ABOVE LIMITATIONS MAY NOT APPLY IF YOU ARE A RESIDENT OF NEW JERSEY OR ANY OTHER JURISDICTION THAT DOES NOT ALLOW SUCH LIMITATIONS. IN SOME CIRCUMSTANCES, POPSUGAR MAY BE LIABLE FOR ITS OWN NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT.

#### **JURISDICTION; GOVERNING LAW**

The Services are intended for use solely in the United States. POPSUGAR makes no representation that materials or other content in the Services are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access Services from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. The parties consent to the exclusive jurisdiction and venue in the State court located in the city or county of San Francisco, California or the United States Federal Courts located in

the Northern District of California, as applicable. If any provision of these Community Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. These Community Terms (including any terms or policies expressly incorporated herein) are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

## **ARBITRATION**

Certain portions of this Arbitration section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and POPSUGAR agree that we intend that this section satisfies the "writing" requirement of the Federal Arbitration Act.

You and POPSUGAR agree to arbitrate any and all disputes or claims arising out of, in connection with, or relating to use or purchase of the Services or any aspect of the relationship between you and POPSUGAR. This includes agreeing to arbitrate claims that arose before this Agreement came into effect and any claims that may arise after termination of this Agreement. The arbitration shall be conducted in accordance with the American Arbitration Association ("AAA") Consumer Arbitration Rules then in effect. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. If the specific provision of this paragraph is found to be unenforceable, then the entirety of the Agreement titled "BINDING ARBITRATION" shall be null and void.

Arbitration is a method of claim resolution that is less formal than a traditional court proceeding. It uses a neutral arbitrator instead of a judge or jury and is subject to limited review by courts. YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND UNDERSTAND THAT, ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

## **NO AGENCY; NO ASSIGNMENT**

This Agreement is not assignable, transferable or sublicensable by you except with POPSUGAR's prior written consent. POPSUGAR may transfer, assign or delegate this Agreement and its rights and obligations without consent. Headings for each section have been included for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind POPSUGAR in any respect whatsoever.