

These Terms of Service (the “Terms”) govern your use of the websites, software applications, and other online services (collectively, “Services”) provided by Shot Deals Hemet, LLC (“Hot Deals Hemet” or “we”). “Users” or “Business Users” are considered any person or persons using this app. The Services include, but are not limited to, the website located at www.slickdeals.net, the Hot Deals Hemet mobile application and the Hot Deals Hemet browser extension, as well as any other online property that links to these Terms.

By using the Services, you are agreeing to these Terms, which incorporate our Accept these terms are a binding agreement between you and Hot Deals Hemet.

These Terms contain provisions that limit our liability to you and require you to resolve disputes individually, through final and binding arbitration. That means that you waive any right to have a judge or jury decide your case and that you cannot bring claims in a class action lawsuit (or any similar proceeding). Please see “Disclaimers”, “Limitation of Liability” and “Governing Law and Dispute Resolution” below for more information.

Changes

We may make changes to these Terms at any time by posting them on the Services. Any changes will be effective at the time of posting.

Accounts

In order to use certain Services, you will need to create an account. All the information you provide when you create your account must be true, accurate, current and complete. You are responsible for all activity in your account, so please secure and protect your login information and password. Hot Deals Hemet does not currently offer its Services outside of Hemet and surrounding areas in Southern California.

Offers

You will find coupons, deals, advertisements and other offers on the Services (“Offers”). Offers are for products and services provided by third parties (each, a “Seller”), and if you choose to accept an Offer, the transaction will be between you and the Seller.

Hot Deals Hemet has relationships with certain Sellers, and we may get paid sellers for advertising purposes only. Hot Deals Hemet is not a party to, or in any way responsible for, your interactions with a Seller, including when we have an affiliate relationship with the Seller. We are not responsible for fulfilling Offers or for the products and services in an Offer.

Before you purchase a product or service or otherwise accept an Offer, please read the entire description of the Offer, including the fine print and any additional information, terms and conditions on the Seller’s website. You are responsible for understanding what you are buying and for following the Seller’s instructions. The terms and conditions of Offers, including rebate, refund and cancellation policies, are governed by the Seller’s policies, not ours. Please contact the Seller directly for questions regarding the Offer or your transaction with the Seller.

Your Content

Our Services allows “business users” to post content, including photos, images, comments, links, offers, and other materials. Anything that you post or otherwise make available on or via the Services (including (1) content that you share to your social media accounts from the Services and (2) content that includes a Hot Deals Hemet tags or on our accounts on third-party platforms (e.g., Twitter, app stores) are referred to as “Business User Content.” Business user Content also includes your publicly visible profile, including your user name and other information about you and your account that is associated with your post.

When you post Business User Content, you represent and warrant that you have all rights necessary to do so, including but not limited to having sufficient intellectual property rights in the User Content, and that to the best of your knowledge, the User Content complies with all applicable laws.

As between you and Hot Deals Hemet, aside from the limited license described below, you retain all rights in the User Content. You grant Hot Deals Hemet, its affiliates and its business partners (including Sellers and content syndicators) a perpetual, irrevocable, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, publish, transmit, modify, move the location of, create derivative works of, perform, and distribute your Business User Content on the Services, third-party sites (e.g., under our accounts or our business partners’ accounts with social networking sites and apps or on our business partners’ websites and apps) and any other medium which now exists or may exist in the future. Nothing in these Terms shall restrict other legal rights Hot Deals Hemet may have to User Content.

We are not obligated to review or monitor User Content, but we reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

We do not guarantee how quickly your User Content will appear on the Services or whether, how and where it will appear. We reserve the exclusive right to describe, categorize and place Offers in our sole discretion.

We value hearing from you, and are always interested in learning about ways we can improve the Services. If you choose to submit comments, ideas or feedback, whether via the Services or any third-party platform (e.g., Twitter, the Apple App Store or Google Play Store), you agree that we may use them without restriction and without any compensation, attribution or accounting to you.

Community Standards

In addition to your other responsibilities under these Terms, including our “use policy”, you must comply with the following:

- Do not use the Services, including our site, app or extension, if you are under age 18.
- You may only open one account, but may post more than one offer based upon our rules.
- You must abide by all applicable laws, refrain from violating any third-party rights and comply with any applicable third-party terms and agreements in connection with your use of the Services.
- You must comply with all policies posted on the Services.
- Do not transfer your Hot Deals Hemet account to another person without our written consent.
- Accounts that have been terminated for failing to comply with these Terms may not be reopened under another name.
- You must provide accurate and honest information to us at all times, including in your User Content.
- Your Offers may only include products or services that fall within the categories shown on the Services.
- Do not reproduce, distribute, modify, prepare derivative works of, translate, reverse engineer, reverse compile or disassemble the Services or any portion of the Services.
- Do not derive the source code of the Services for any reason.
- Do not rent, sell or sublicense any of the Services.
- Do not damage, interfere with, disrupt or unreasonably overload the Services.
- Do not post deals where you are the seller or manufacturer of the product or service offered in the deal. Please feel free to reach out to our Business Development team to learn more about how to surface great deals to our users.
- Do not offer or accept compensation for voting on a deal.

Our Content and Proprietary Rights

Do not copy, repurpose or distribute any content found on the Services, including other users’ User Content and Offers, for any purpose, without our express written permission. For example, do not copy or display Offers via any other website or app. Unless we have given you express written permission, you specifically agree not to access (or attempt to access) any of the Services via any automated means (including scripts, web crawlers or other bots) and to comply with the instructions set out in any robots.txt file present on the Services. Except as set forth in these Terms, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. The name “Hot Deals Hemet” and other Hot Deals Hemet marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Hot Deals Hemet in the U.S. and other countries. They may not be used without our express written prior permission. All rights not granted under these Terms are reserved by us.

Infringement

We respect intellectual property rights, and expect our users to do the same. If you believe that your intellectual property rights have been violated, please inform us by contacting us from our contact page.

Suspension and Termination

We may suspend or terminate your account for any reason. Possible reasons for suspending or terminating an account include if you violate the Terms, cause liability to us or other users of the Services or do not use your account.

Additional Terms for the Hot Deals Hemet iOS App

This section contains additional terms that apply to users of the Hot Deals Hemet mobile application downloaded from Apple Inc.’s (“Apple”), or Google Play Console (“Android” or “Google”) App Store (the “Hot Deals Hemet iOS App”):

- These Terms are between you and Hot Deals Hemet only, and not with Apple, and Apple or Google is not responsible for the Hot Deals Hemet App or your User Content.
- Apple nor Google has no obligation to provide any maintenance or support services with respect to the Hot Deals Hemet App. Apple nor Google is not responsible for addressing any claims by you or any third party relating to the Hot Deals Hemet App.
- In the event of any third-party claim that the Hot Deals Hemet App or your possession and use of the Hot Deals Hemet App infringes that third party's intellectual-property rights, Apple nor Google will not be responsible for the investigation, defense, settlement or discharge of any such intellectual-property infringement claim.
- Apple & Google and their subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple & Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

Privacy Policy

Our Privacy Policy can be found here on the application.

Giveaways, Promotions and Offers

Our general terms and conditions for giveaways, promotions and offers can be found here on the application.

Individual giveaways, promotions and offers may have additional or separate terms, which will be provided with the giveaway, promotion or offer.

Indemnity

You will indemnify, defend, and hold harmless Hot Deals Hemet and its affiliates, officers, directors, shareholders, employees, contractors, licensors, licensees, agents, Sellers and representatives and the other users of the Services (the "Covered Entities") against all liability, claims, costs, damages, settlements, and expenses (including interest, penalties, attorney fees and expert witness fees) incurred by any Covered Entity in any way arising out of or relating to these Terms, your use of the Services or your User Content. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, at your expense. You agree to cooperate with our defense of such claims.

DISCLAIMERS

Hot Deals Hemet is not a party to the transactions between you and a Seller. We do not control the terms of the Offers or the products or services associated with Offers, including their availability or Sellers' right to sell them. We do not guarantee the truth or accuracy of the Offers.

Hot Deals Hemet disclaims any warranty or obligation that it will monitor, verify, edit, remove or continue to display any Offers and/or User Content and all liability for monitoring, verifying, editing, removing or continuing to display any Offers and/or User Content.

We provide the Services "as is" and "as available" without any warranties, whether express, implied or statutory. We disclaim any implied warranties, including warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement. The Covered Entities do not make any representation as to the potential savings, revenues or other benefits you may realize by using the Services.

The Services and User Content contain links to third-party websites, apps and other online properties that are not owned or controlled by Hot Deals Hemet. For example, if you click on the link in an Offer, you are receiving information from "the business", a third party and interacting directly with that third party beyond this application. We do not endorse or assume any responsibility for any such third parties or third-party properties. If you access a third-party website, app or other property, you do so at your own risk and you agree that Hot Deals Hemet will have no liability arising from your use of any such properties. Please note that some jurisdictions do not allow disclaimers of certain warranties or exclusions, so some or all of these disclaimers and exclusions may not apply to you.

If you, the user, finds that any of the deals posted on this application pose to be inaccurate, deceiving, or unredeemable; please contact us immediately via our contact page on Hot Deals Hemet application.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Covered Entities shall not be liable for any direct, consequential, incidental, indirect, special, punitive or other damages (including but not limited to lost profits, business interruption or loss of business information)

arising out of or related to these Terms, the Services, any User Content or the use of or inability to use the Services, even if we have been advised of the possibility of such damages. If the foregoing limitation is not legally enforceable, the maximum liability of all Covered Entities collectively, for all actions arising out of or related to these Terms, the Privacy Policy, and the Services is \$0.00. Some jurisdictions do not allow limits of liability for some types of damages, so all or part of this limitation may not apply to you.

Governing Law and Dispute Resolution

The laws of the State of California, excluding conflict of laws rules, will exclusively govern any dispute relating to these Terms and/or the Services. Except for the arbitration provisions below, all claims and disputes can be litigated only in the federal or state courts in Los Angeles County, California, and you and Hot Deals Hemet each agree to personal jurisdiction in those courts. Any claim arising out of or related to these Terms must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding.

Unless you opt out, you and Hot Deals Hemet will resolve all claims relating to these Terms or the Services through final and binding arbitration with the American Arbitration Association (including disputes about these arbitration provisions). The arbitration will be conducted by a single arbitrator under the AAA's Commercial Arbitration Rules, in the United States county of Riverside CA, or any other location we agree to.

You can opt out of arbitration by sending a request to our email below. The email must be marked "LEGAL NOTICE: ARBITRATION OPT OUT" in the subject line and received within 30 days of the date that you first access the Services. You must include all information necessary for us to identify you. Once you opt out, your opt out will remain binding even if we update these Terms.

Some claims do not have to go to arbitration: claims that qualify for small claims court, lawsuits for injunctive relief and claims of intellectual property infringement.

Miscellaneous

- These Terms incorporate any policy that is posted on the Services, including our Acceptable Use Policy and our Terms and Conditions for Hot Deals Hemet Giveaways, Promotions and Offers.
- We will be entitled to recover all costs, including attorneys' fees that we incur in order to enforce these Terms.
- Any notices required or permitted by these Terms (other than legal process) may be given by email with the proviso that we will email your account. Email notices will be deemed effective 24 hours after the time of sending. Mailed notices will be deemed effective three calendar days after the date of mailing.
- You are responsible for being informed about and complying with all laws, rules and regulations that apply to your use of the Services.
- You cannot assign your rights under these Terms without our written agreement. We can assign our rights and obligations to any entity or entities that agree to be bound by these Terms.
- You represent and warrant that (1) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country; and (2) you are not listed on any US government list of prohibited or restricted parties.
- The Terms (including all policies incorporated by reference) are the entire agreement between you and Hot Deals Hemet. They replace any other agreement between us on this subject. If any provision of these Terms is deemed invalid, then that provision will be revised, limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. No waiver will be effective unless it is described in an explicit writing and signed by Hot Deals Hemet.
- If you are a California resident, in accordance with Cal. Civ. Code §1789.3, 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.

Contact Information

You agree that we may communicate with you using any contact information you have provided us (e.g., email, mobile number, physical address). You may opt out of some of those communications.

You can contact us at:

Hot Deals Hemet P.O. Box _____ Hemet CA 92545

Phone: (951) 599-8889

email: LauraMonk.HotDeals@gmail.com