**Terms of Use**

Effective Date: January \_\_, 2014

Welcome to The Shelf, a fashion marketplace for bloggers to connect **with brands to earn money, find the best deals on new products, and share content. The** service described herein (“Service”) is provided by Shelf, Inc., a Delaware corporation whose principal office is located at 200 Hoover Avenue, Unit 1211, Las Vegas, Nevada 89101.

These Terms of Use are a legally binding agreement made between You ("You," "Your," or "Yourself") and The Shelf ("The Shelf” "We," "Us" or "Our"), and set forth the applicable terms and conditions governing the use of Our Service, so please review them carefully. By creating a Service account with Us, You also accept and agree to be subject to and abide by Our Privacy Policy, which is incorporated herein by reference.

We may choose to update these Terms of Service at any time by posting an update to this page. We encourage You to review these Terms of Service periodically, as Your continued use of the Service will mean You accept those changes, whether You have read them or not. In addition, You and The Shelf shall be subject to any posted guidelines or rules applicable to the Service, which may be posted from time to time.

**1. Description of Service**

**The Service provides** one-step tools to allow you to share the looks and items You are blogging about. We also provide You qualified leads for brands You may wish to work with, and to obtain brand endorsements. You can also create collages and review analytic information on who has been viewing Your blog. The Shelf’s product feed contains all of the latest looks and styles curated by leading fashion experts and bloggers (like You!). You can scout for what is hot, and end users can see the content You are blogging about. We also provide the Shelf “button” to bookmark and save the looks You are shopping, and We will watch the price for You. Name Your price, set up an alert, and We will send You a notice when the price goes down. Using the Service also allows You to be discovered by brands. Your profile shows off Your style, and You can connect with brands to create campaigns and sponsored posts to earn money and obtain free goods and services. We feature a new “Shelfer” each week, so You could be featured and get discovered!

Our Service also features [or “will soon be launching””] a new blogger directory service, which provides brands the capability to search for bloggers using different filters - e.g. by url, location, style, taste, gender, popularity metrics (as defined by Our proprietary algorithms), as well as others who meet their requirements. Details and pricing will be announced soon, so please check back on this site often.

**2. Registration**

As a condition to using the Service, You are required to create an account by registering with Us directly, or through a third party social media account. In that registration process, We require that You provide certain information, such as Your full name, Your email address, and Your blog URL. By registering with the Service, You agree that We can promote You and Your Content to various brands.

The registration information You provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of these Terms of Use, which may result in immediate termination of Your account. As specified in Section 7 below, You may also register with Our Service through Your third party social media accounts, such as Facebook, by providing Your Third Party Account login information, or allowing Us to access Your Third Party Account, to the extent permitted under the terms governing such account. By granting Us such access to Your Third Party Accounts, You agree that We may access, make available and store (if applicable) any information that You have provided to Us or which is stored in Your Third Party Account so that it is available through the Service, including, without limitation, any information regarding friends, contacts or following/followed lists.

In registering for the Service, You represent that You are of legal age to form a binding contract and are not a person barred from receiving products or services under the laws of the United States or other applicable jurisdictions. You may not use the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity without receiving appropriate authorization, or a name that is offensive, vulgar, or obscene.

**3. Pricing, Billing, Cancellation, and Refunds**

Certain aspects of the Service (e.g. the blogger directory service) may be provided for a fee. If You elect to use paid aspects of the Service, You agree to the pricing and payment terms below. The Shelf may add new services for additional fees, or amend fees and charges for existing services, at any time in its sole discretion. Any pricing changes or new payment terms shall become effective in the billing cycle following notice of such change to You as provided in these Terms of Service.

The Shelf accepts credit cards and will automatically charge Your credit card monthly or each time You purchase a paid service, depending upon which payment option You select. If any fee is not paid in a timely manner, or The Shelf is unable to process Your transaction using the credit card information provided, The Shelf reserves the right to suspend or revoke access to Your account. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods of time.

The Shelf may change the fees and charges in effect, or add new fees and charges from time to time, but we will give You at least two weeks (14 days) advance notice of these changes by email. If You want to use a different credit card or if there is a change in Your credit card validity or expiration date, You may edit Your information by accessing Your account page. If Your credit card reaches its expiration date, Your continued use of the Service constitutes Your authorization for us to continue billing that credit card and You remain responsible for any uncollected amounts. It is Your responsibility to keep Your contact information and payment information current and updated.

Unless You notify Us before the end of the applicable subscription period that You want to cancel, Your subscription will automatically renew and You authorize us to collect the then-applicable annual or monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism We have on record for You. Your subscription can be canceled at any time in Your account dashboard.

**4. Your Content**

We allow You to upload content on the Service, including comments, data, text, music, sound, photographs, graphics, videos, messages, tags, images, illustrations, audio clips and video clips or other materials, or any suggestions, comments or other feedback (“Content”). Please read this section carefully before posting, uploading, or otherwise making available any Content on the Service.

You may share Your Content with other users via the Service. You may also have the ability to share Content that has been shared with You from other users of the Service in Your network. You can also un-share Your Content that You have previously shared. It must be emphasized that We cannot prevent users from taking screen shots or captures or from downloading Your Content and subsequently making Your Content publicly available. The Shelf and other users may retain and continue to use, host, display, store, cache, reproduce, publish, transmit, modify, re-format, re-arrange, distribute, and create derivative works of any of Your Content that You have posted to public or semi-public areas of the Service. If the potential for public dissemination of Your Content concerns You, please do not share that Content. Please note that recipients of Content are not allowed to download or maintain a copy of such shared Content.

We do not assert any ownership over Your Content; rather, as between The Shelf and Yourself, subject to the rights granted to Us in these Terms of Service, You retain full ownership of all of Your Content and any Intellectual Property Rights or other proprietary rights associated with Your Content. "Intellectual Property Rights" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights (and all associated goodwill), trade secret rights, and all other intellectual property and proprietary rights as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, country, territory or other jurisdiction.

We make no effort to review any of Your Content for any purpose, including but not limited to, for accuracy, legality or non-infringement. You warrant and represent to Us that You have the right to enable the Service to use Your Content without violating any rights You might have in such Content or any third party rights in such Content. You may remove Your Content from the Service at any time; however You acknowledge that We may retain archived copies of Your Content.

You, and not Us, are entirely responsible for all Content that You upload, post, transmit or otherwise make available via the Service. Under no circumstances will The Shelf 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 as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

In addition, other users of the Service may post copyrighted information which has copyright protection whether or not it is identified as copyrighted. We reserve the right, but have no obligation, to monitor such Content, and, as such, We do not control or guarantee the accuracy, integrity or quality of user Content. You acknowledge that by using the Service, You may be exposed to user Content that is offensive, indecent or objectionable. Under no circumstances will We be liable in any way for any user Content, including, but not limited to, any errors or omissions in any user Content, or any loss or damage of any kind incurred as a result of the use of any user Content posted, transmitted or otherwise made available via the Service.

We do not sell Your Content to third parties. By making Your Content available to Our Service, You are granting Us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, host, display, store, cache, reproduce, publish, transmit, modify, re-format, re-arrange, distribute, and adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Service is available), and create derivative works of Your Content.

The rights You grant to Us are for the limited purpose of operating and providing the Service, improving the Service, and allowing Us to develop new services. This includes the right (whether or not you have registered for the Service) to systematically browse Your blog site Content, and Your social media Content (to the extent such Content has been made public) via Our Service software, and to use such Content on Our site. If You do not wish to have such Content displayed on Our site, please contact Us, and we will promptly remove such Content from the site. The reference in this license to "derivative works" is not intended to give Us a right to make substantive changes or derivations to Your Content, but does enable other users to redistribute Your Content by means of their own accounts in a manner that allows users to, for example, add captions, text, commentary, filters, photo-editing, or other Content in connection with Your Content.

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Service. We also do not adopt or endorse, nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other Content posted on the Service, or transmitted to users. We reserve the right, but We have no obligation, to monitor the materials posted in the public areas of the Service.

**5. Removal of Content**

We may remove any Content and suspend or terminate any accounts at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. We may also impose limits on certain features and services or restrict Your access to parts or all of the Service, or any Content, without notice or liability.

**6. Confidentiality**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Our business, operations and properties (“Confidential Information”) disclosed to You for Your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of The Shelf in order to prevent it from falling into the public domain. Notwithstanding the above, You shall not have liability to Us with regard to any disclosure of Confidential Information which You can prove: (a) was in the public domain at the time it was disclosed by Us or has entered the public domain through no fault of Yours; (b) was known to You, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) is disclosed with Our prior written approval; (d) becomes known to You, without restriction, from a source other than The Shelf without breach of these Terms of Use by You and otherwise not in violation of Our rights; or (e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Us to enable Us to seek a protective order or otherwise prevent or restrict such disclosure.

**7. Social Media and Third Party Sites**

As mentioned in Section 2 above, as part of the functionality of the Service, You may be able to register and login through online accounts You may have with third party service providers (each such account, a “Third Party Account”) by either: providing Your Third Party Account login information through the Service, or allowing Us to access Your Third Party Account, as is permitted under the applicable terms and conditions that govern Your use of each Third Party Account. You represent that You are entitled to disclose Your Third Party Account login information to Us and/or grant Us access to Your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by You of any of the terms and conditions that govern Your use of the applicable Third Party Account and without obligating Us to pay any fees or making Us subject to any usage limitations imposed by such third party service providers. By granting Us access to any Third Party Accounts, You understand and agree that We may access, make available and store (if applicable) any Content that You have provided to and stored in Your Third Party Account (the “Third Party Content”) so that it is available on and through the Service via Your account, including without limitation any friend, contacts or following/followed lists, and We may submit and receive additional information to and from Your Third Party Account as indicated herein. Unless otherwise specified in these Terms of Use, all Third Party Content shall be considered to be Your Content for purposes of these Terms of Use. Depending on the Third Party Accounts You choose and subject to the privacy settings that You have set in such Third Party Accounts, personal information (as defined in the Privacy Policy) that You post to Your Third Party Accounts may be available on and through the Service. Please note that if a Third Party Account or associated service becomes unavailable or the access to such Third Party Account is terminated by the third party service provider, then Third Party Content may no longer be available on and through the Service. PLEASE NOTE THAT YOUR RELATIONSHIPS WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS ARE GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. We make no effort to review any Third Party Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and We are not responsible for any Third Party Content.

Links to third party websites are not endorsements or referrals of any products, services or information contained in such websites. Information provided and opinions expressed by others do not necessarily represent Our opinions. We expressly disclaim any and all liability resulting from reliance on such information or opinions. Some products, manufacturers and service providers may be mentioned in or on the Service. Mention of these products, manufacturers or service providers does not constitute an endorsement by Us. We shall have the right, at our sole discretion, to remove links and images attached to such links, if such links are flagged by users as offensive.

**8. Use Restrictions**

You represent and warrant that You will not use the Service to:

* Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
* Abuse, harass, threaten, impersonate stalk or intimidate other users.
* Express or imply that any statements You make are endorsed by Us, without Our specific prior written consent.
* Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the presentation of the Service.
* Interfere with or disrupt the Service, or the servers or networks connected to the Service.
* Exploit anyone in a sexual or violent manner.
* Solicit personal information from anyone under the age of 13.
* Harm minors in any way.
* Forge headers or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Service, or attempt to impersonate another user, person or entity.
* Download lists of other users of the Service and use their information to for Your own business reasons.
* "Frame" or "mirror" any part of the Service, without Our prior written authorization or use meta tags or code or other devices containing any reference to Us or the Service in order to direct any person to any other websites for any purpose.
* Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
* Upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
* Provide false, inaccurate or misleading information on the Service (directly or by omission or failure to update information).
* Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user.
* Create or send unsolicited email or other electronic communications.
* Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
* Upload, post, email, transmit or otherwise make available any material that contains software viruses Trojan horses, worms, time bombs, cancelbots, easter eggs or any other computer code, files or programs designed to interrupt, destroy detrimentally interfere with or limit the functionality of any computer software or hardware or telecommunications equipment or intercept or expropriate any system, data or personal information.
* Submit stories or comments linking to affiliate programs, multi-level marketing schemes, or websites/blogs repurposing existing stories (source hops).
* Advertise to, or solicit, any user to buy or sell any products or services. It is also a violation of these rules to use any information obtained from the Service to contact, advertise to, solicit, or sell to any user without the user’s prior explicit consent.
* Intentionally or unintentionally violate any applicable local, state, national or international law.

Additionally, You will not take any action that imposes, or may impose, in Our sole determination, an unreasonable or disproportionately large load on Our infrastructure, or bypass any measures We may use to prevent or restrict access to the Service.

We reserve the right, but are not obligated to, investigate and terminate Your participation in the Service if You have misused the Service, or violated any of the restrictions above.

**9. No Warranties**

We provide the Service on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Service. We, Our subsidiaries, members, directors, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You. You may also have other legal rights that vary from state to state. We do not warrant that Your use of the Service will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Service will be corrected, or that the Service is free of viruses or other harmful components. We disclaim all liability for, and no warranty is made with respect to, connectivity and availability. We cannot guarantee that each user of the Service is at least the required minimum age, nor do We accept responsibility or liability for any Content, communication or other use or access of the Service by anyone in violation of these Terms of Use. We are not responsible or liable in any manner for any Content posted on the Service, or for any of the equipment or programming associated with or utilized in the Service. Although We provide rules for user conduct and postings, We do not control and are not responsible for what users post, transmit or share on the Service and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Content You may encounter while using the Service. It also is possible for others to obtain personal information about You due to Your use of the Service, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Service.

The Service may be temporarily unavailable from time to time for maintenance or other reasons. We are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Service, on any website or any combination thereof, including injury or damage to Your device or other hardware or software, related to or resulting from using or downloading materials in connection with the Service.

If applicable law requires any warranties with respect to the Service, all such warranties shall be limited in duration to sixty (60) days from the first date of use. No oral or written information or advice provided by Us, its resellers, agents or employees shall create a warranty or in any way increase the scope of any warranty period.

**10. Limitation of Liability**

IN NO EVENT SHALL The Shelf BE LIABLE TO You, OR ANY THIRD PARTY, FOR ANY DAMAGES ARISING FROM Your use of, OR ANY THIRD PARTY’S USE OF, OR INABILITY TO USE, THE service (WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, AND ARISING FROM ANY CAUSE WHATSOEVER, WHETHER IN CONTRACT OR TORT, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, OR DATA) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL The Shelf BE LIABLE FOR LOSS OF Your DATA, INFORMATION, CONTENT OR OTHER INFORMATION IN CONNECTION WITH THE USE OF service.

The Shelf’S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE LESSER OF $100 OR THE AMOUNT PAID BY YOU FOR THE services THAT CAUSED SUCH DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THESE TERMS OF USE.

**11. Term and Termination**

These Terms of Use are effective until terminated. The Shelf may terminate these Terms of Use immediately if You breach any provision of these Terms of Use.

**12. Audit Rights**

You agree that The Shelf may audit Your use of the Service for compliance with these Terms of Use at any time. In the event that such audit reveals any use of the Service by You other than in full compliance with these Terms of Use, You shall reimburse Us for all reasonable expenses related to such audit in addition to any other liabilities to which You may be subject as a result of such non-compliance. You acknowledge that We shall have the right to enforce the provisions of these Terms of Use directly against You and Our remedies for any breaches may include, without limitation, damages or injunctive or other equitable remedies.

**13. Intellectual Property Rights**

All Intellectual Property Rights in and to the Service shall be owned by Us absolutely and in their entirety. These rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Service are the property of their respective owners. You may not remove or alter any trademark, trade names, service mark, product names, logo, copyright or other proprietary notices, legends, symbols or labels featured on the Service. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by You to Us are non-confidential and shall become the sole property of Us. We shall own exclusive rights, including all Intellectual Property Rights, in these Submissions, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

You acknowledge and agree that that Your use of the Service does not grant You any ownership interest in the Service or any exclusive rights to its use, and that these Terms of Use do not grant You any claims to patents, trademarks or other rights pertaining to the Service. You furthermore agree and acknowledge that the Service and the material accompanying them are proprietary, confidential, and trade secrets of The Shelf that You will undertake all necessary steps and efforts to prevent unlawful or illegal distribution of such proprietary, confidential and trade secret information.

**14. E-mail and Text Communications**

E-mail communications and text messages sent from Us to You are designed to make Your experience more efficient and enjoyable. You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential available sales and e-mails informing You of promotions We run and emails informing You of new and existing features We provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. We reserve the right to cancel the notification service at any time. If You do not wish to receive any of Our e-mail communications or text messages, You shall have the opportunity to opt out of receiving communications from Us (excluding messages targeted directly at You about matters regarding the state of Your account, billing, or Your continued use of the Service.

**15. Surveys and Feedback**

We may periodically present You with surveys or solicit Your opinion about the Service. You acknowledge that Your participation in these types of programs is completely voluntary. By submitting opinions, suggestions, feedback, images, documents, and/or proposals to us through these surveys, any suggestion or feedback webpages, or through any other communication with You, You acknowledge and agree that: (a) the suggestions or feedback You provide will not contain confidential or proprietary information; (b) We are not under any obligation of confidentiality, express or implied, with respect to the suggestions and feedback You provide; (c) We shall be entitled to use or disclose (or choose not to use or disclose) the suggestions and feedback You provide for any purpose, in any way, in any media worldwide (without disclosing Your identity); (d) We may have similar ideas to the suggestions and feedback You provide already under consideration or in development; (e) the suggestions and feedback You provide will automatically become Our property without any obligation to You; and (f) You are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

**16. Promotions and Giveaways**

We may periodically feature promotions and giveaways (“Promotions”) on Our site and You will have the opportunity to participate in such Promotions. By participating, You acknowledge that third parties are responsible for such Promotions and for ensuring that such Promotions comply with all applicable laws, rules, and regulations. We recommend that You carefully review the Official Rules, including any applicable privacy policy, these Terms, and any additional information or links provided in the Official Rules regarding such Promotions.

You acknowledge and agree that We are not responsible or liable for the failure of any third party to comply with the rules, terms, conditions, policies, and applicable laws, rules, or regulations governing any Promotion.

THE SHELF DOES NOT SPONSOR, ADMINISTER OR ENDORSE THE CONTENT OF ANY PROMOTION DISTRIBUTED THROUGH THE SITE UNLESS OTHERWISE STATED AND IS THEREFORE NOT LIABLE OR RESPONSIBLE FOR SUCH PROMTIONS.

Promotions may require You to provide personal information in order to participate. In the event that You choose to provide personal information, You acknowledge and agree that We may use any such information You provide consistent with these Terms of Service and Our Privacy Policy.

You acknowledge and agree that We are not responsible or liable for use or distribution of information You provide in a Promotion. Please see the rules and privacy policy for each Promotion on how it will use Your personal information.

**17. DMCA, Copyright and Other Complaints**

We promote respect for the Intellectual Property Rights of others in all of Our business endeavors and strictly prohibit users from uploading infringing Content to the Service. We may, in Our sole discretion, remove Content that appears to infringe on the Intellectual Property Rights of others. It is Our policy to respond to and investigate claims of copyright and other Intellectual Property Rights infringement. We have a policy of terminating the access of users who are repeat infringers in appropriate circumstances.

**18. DMCA Notification**

You may notify Us of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (the “DMCA”). We will respond expeditiously to notices of alleged infringement sent pursuant to the DMCA.

In order to notify Us of a copyright infringement claim pursuant to the DMCA, You must include:

* a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
* identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works;
* a description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit Us to locate the material, including a URL address;
* Your address, telephone number, and, email address;
* a statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
* a statement made under penalty of perjury by You that the information in the notification is accurate, and that You are authorized to act on behalf of the owner of the copyright involved.

The notice described above should be sent to our designated copyright agent at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Please note that in order to facilitate resolution of the dispute, We may provide Your contact information to the user or entity that posted the Content that You are reporting; or in the event that You are the alleged infringer and provide a counter-notice, to the user or entity that filed the original claim. We may also provide Your information in connection with a claim under this Section to http://www.chillingeffects.org. Please also note that You may be liable for damages (including costs and attorneys' fees) if You knowingly and materially misrepresent that material or an activity is infringing Your copyright.

**19. Other Complaints**

If You reasonably believe that Content made available through the Service infringes Your rights, please email The Shelf at **support@The Shelf.com**.

**20. Alpha and Beta Release Versions**

In the event that all or any portion of the Service is identified as an alpha or beta release version (“Alpha Version” or "Beta Version"), the terms of this paragraph will apply in addition to the other terms of these Terms of Use. The Alpha Version or Beta Version may contain more, fewer, or different features than are contained in the commercial release corresponding to the Alpha Version or Beta Version that We intend to or do distribute. We reserve the right at any time not to release a commercial version corresponding to the Alpha Version or Beta Version, or if We do release such a commercial version, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability, or other characteristics of such commercial release. You acknowledge and understand that the Alpha Version and Beta Version may contain errors impacting its proper operation and is provided to You AS IS. A primary purpose of an Alpha Version or Beta Version is to obtain feedback on the Product’s performance and the identification of defects.

**21. Independent Contractors**

No agency, partnership, joint venture, or employment relationship is created between Us as a result of these Terms of Use and You do not have any authority of any kind to bind Us in any respect whatsoever.

**22. Non-Waiver**

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**23. Force Majeure**

We shall not be liable for any failure to perform Our obligations hereunder where such failure results from any cause beyond Our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

**24. Severability**

If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

**25. Assignment**

These Terms of Use are not assignable, transferable or sub-licensable by You except with Our prior written consent. We may transfer, assign or delegate these Terms of Use and their rights and obligations without consent.

**26. Governing Law**

By using the Service, You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Nevada, United States of America, without regards to its conflict of law rules.

**27. Arbitration Agreement and Waiver of Class Remedies**.

All disputes arising under or relating to these Terms of Use shall be resolved exclusively through arbitration in Clark County, Nevada, United States of America, before a single arbitrator. The arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including, but not limited to, any claim that all of any part of these Terms of Use is void or voidable. You further agree that You may only bring claims in Your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

**28. Entire Agreement**.

These Terms of Use supersede all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Service, and any Content. We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time. If the alterations constitute a material change to these Terms, We will notify You by posting an announcement on the Service. What constitutes a material change will be determined by Us in Our sole discretion. However, it is Your responsibility to read and become familiar with any modifications that We may make. Using the Service following notification of a material change to these Terms of Use shall constitute Your acceptance of the Terms of Use as modified.

**29. Partial Invalidity**

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

**30. Export Control**

You shall comply with all export laws and restrictions and regulations of the United States Department of Commerce or any other United States or foreign agency or authority, and agree not to export, or allow the export or re-export of any Content in violation of any such restrictions, laws or regulations or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). By using the Service, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any restricted country or on any such list.