

Privacy Policy

WE'VE MADE SOME CHANGES TO OUR PRIVACY POLICY. PLEASE REVIEW THE WAYS WE MAY SELL OR SHARE NON-PERSONALLY IDENTIFIABLE INFORMATION.

Last Updated – March 16, 2015

Key Ring allows its users, via the Key Ring website (<http://keyringapp.com>) (the “Website”) and mobile application, to manage loyalty cards, membership ID's, and other barcoded and non-barcoded cards (collectively, the “Key Ring Service”). The Key Ring Service is owned and operated by Mobestream Media Inc., a Delaware corporation (“Key Ring”, “we” or “us”).

Your use of the Website and the Key Ring Service is subject to the terms and conditions set forth in this Privacy Policy (the “Privacy Policy”).

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING OUR WEBSITE OR THE KEY RING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL THE TERMS OF THIS PRIVACY POLICY AND OUR WEBSITE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE OR THE KEY RING SERVICE.

We are committed to respect and protect the privacy of the personal information we obtain from you through the Key Ring Service and we have created this Privacy Policy to inform you about how we collect, use and share your personal information, and our privacy practices in general.

We are always ready to address your questions and concerns regarding this policy and our privacy practices. If you would like to contact Customer Service, please contact us via <http://keyringapp.com/support>.

We continually strive to find new ways to enhance your experience with the Key Ring Service and we may modify this Privacy Policy from time to time to reflect changes in our privacy practices. You are encouraged to review this Privacy Policy periodically and to check the “Last Updated” date at the top of the Privacy Policy for the most recent version. If we make changes to this Privacy Policy, we will notify you here, by email, or by means of notice on the Website or otherwise through the Key Ring Service.

1. **Terms of Service.** Use of the Website and the Key Ring Service is subject to the terms of our Terms of Service found at <http://keyringapp.com/legal> which is hereby incorporated into and made part of this Privacy Policy. Please carefully review our Terms of Service. By using the Website or the Key Ring Service, you agree to be bound by the terms of our Terms of Service.

2. **Types and Uses of Collected Information.** Key Ring collects two types of information about you:

- a. **Personally Identifiable Information.** Personally Identifiable Information is information that identifies a specific person. When you engage in certain activities via the Key Ring Service, including but not limited to creating an account, sending feedback, or otherwise participating in the Key Ring Service (collectively, “Identification

Activities”), we may ask you to provide certain information about yourself. If you elect to engage in an Identification Activity, however, we may ask you to provide us with certain personal information about yourself, such as your name, address (including zip code), email address, telephone number, and date of birth. When you enroll in the Key Ring Service, we may also ask you to provide us with additional information, such as gift card information. Depending on the Identification Activity, some of the information we ask you to provide may be identified as mandatory and some identified as voluntary. If you do not provide the mandatory information for a particular Identification Activity that requires it, you will not be permitted to engage in that Identification Activity. Depending on the Identification Activity, Key Ring may not re-ask you for Personally Identifiable Information if such are already stored with us under the Key Ring Service.

If you choose to refer someone through the Key Ring Service, we will ask you for your referral’s contact information, such as his or her name and email address. We may then send your friend an email inviting him or her to join the Key Ring Service. Key Ring stores this information for the sole purpose of sending this email and maintaining the Key Ring Service. Your friend may contact us at <http://keyringapp.com/support> to request that we remove his or her contact information from our records.

We may use Personally Identifiable Information to provide products and/or services to you, administer sweepstakes and contests, enhance the operation the Key Ring Service, improve our marketing and promotional efforts, analyze Website and Key Ring Service use, improve the Website and the Key Ring Service, and to tailor your experience with third parties as provided below in this Privacy Policy. If you use our Website or the Key Ring Service to send information to another person, we may store your personal information. We may also use Personally Identifiable Information to troubleshoot, resolve disputes, accomplish administrative tasks, contact you, enforce our agreements with you, including our Terms of Service and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities.

b. **Non-Personally Identifiable Information.** Non-Personally Identifiable Information is information that does not identify a specific person. This type of information may include things like the Uniform Resource Locator (“URL”) of the website you visited before coming to our Website or otherwise participating in the Key Ring Service, the URL of the website you visit after leaving our Website or the Key Ring Service, the type of browser you are using, your Internet Protocol (“IP”) address, statistical information regarding what barcodes are scanned, pages are visited, the date and time of the visits, how long it took a user to download a page, debugging/crash data, the, IMEI and TCP/IP address of the user, or general and/or aggregated location data that does constitute Personally Identifiable Information. We, and/or our authorized Third Party Service Providers and Advertisers, may automatically collect this information when you visit our Website or use the Key Ring Service through the use of electronic tools like Cookies and Web beacons or Pixel tags, as described below in this Privacy Policy.

Most of the other information Key Ring collects for mobile, such as your device and hardware IDs and device type, the request type, your carrier, your carrier user ID, and the content of your request, does not by itself identify you to Mobestream Media, though it may be unique or consist of or contain information that you consider personal.

We use Non-Personally Identifiable Information to troubleshoot, administer the Website and the Key Ring Service, analyze trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized Third Party Service Providers and Advertisers to measure the overall effectiveness of our online advertising, content, and programming.

1. **Release of Personally Identifiable Information.** We will not sell or share your Personally Identifiable Information with other parties except as provided below:

a. Authorized Third Party Service Providers. Key Ring may provide services and products through third parties. These “Third Party Service Providers” perform functions on our or your behalf. You or We may share your Personally Identifiable Information with such Service Providers to fulfill orders, move data in or out of the Key Ring Service, analyze data, provide marketing assistance, provide search results and links, operate the Website and the Key Ring Service, troubleshoot, and provide customer service. We may also collect personal information from individuals and companies (“Affiliates”) with whom we have business relationships and may share your information with Third Party Service Providers to accomplish our administrative tasks. We encourage Affiliates and Third Party Service Providers to adopt and post privacy policies. However, the use of your Personally Identifiable Information by such parties is governed by the privacy policies of such parties and is not subject to our control.

b. Remarketing. Remarketing is a way for Key Ring to connect with people, based upon your past interactions with the Key Ring Service. Third-party marketing vendors may be hired by Key Ring to perform remarketing services. As a result, third-party vendors, including Google, may show Key Ring ads on sites on the Internet. Third-party vendors may use cookies to serve ads based on a user’s prior visits to the Website. Users may opt out of Google’s use of cookies by visiting the Google advertising opt-out page at http://www.google.com/privacy_ads.html.

c. We may anonymize personal information, such as creating a hashed email address, and may sell or share it as Non-Personally Identifiable Information in a manner described below relating to Release of Non-Personally Identifiable Information.

d. Acquisition. As with any other company, we could merge with, or be acquired by another company. If this occurs, the successor company would acquire the information we maintain, including Personally Identifiable Information. However, Personally Identifiable Information would remain subject to this Privacy Policy.

e. As required by law. We reserve the right to disclose your Personally Identifiable Information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website; enforce or apply this Privacy Policy, Terms of Service or other agreements; or protect the rights, property or safety of the Website, users of the Key Ring Service, employers, or others.

1. Release of Non-Personally Identifiable Information. We may disclose or share Non-Personally Identifiable Information with Affiliates and Third Party Service Providers, and Third Party Advertisers. For example, we may share aggregated demographic information (which does not include any Personally Identifiable Information) with “Third Party Advertisers” or “Third Party Advertising Companies.”

We may use Third Party Advertising Companies to serve ads when you participate in the Key Ring Service. These companies may use Non-Personally Identifiable Information about your visits to this Website, your use of the Key Ring Service, and visits to other websites or locations in order to provide, through the use of network tags, advertisements about goods and services that may be of interest to you.

We also use Third Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our users to administer our Website and the Key Ring Service, in order to constantly improve their quality. We may also publish this information for promotional purposes or as a representative audience for Third Party Advertisers. Such data is collected on our behalf, and is owned and used by Key Ring.

Mobestream Media may leverage location information. This information may reveal your actual location, such as GPS data, or it may not, such as when you submit a partial address to look at a map of the area or when coarse location is used to triangulate your approximate position using cellular towers. Based on this

information Mobestream Media may present location based alerts such as nearby loyalty card retailers, coupons, and may organize card lists based on the closest retailer in your list.

We may sell or share Non-Personally Identifiable Information, including anonymized personal information such as hashed email addresses, with a third party to be used for cross-app advertising and other purposes. The third party may use the information to deliver customized ads or content while you use this app, use other applications or visit other sites. The third party may use the information to seek to identify you in a unique manner across other devices or browsers, including by connecting or combining the Non-Personally Identifiable Information and anonymized personal information with other data it obtains which may identify you. If you do not want us to sell or share Non-Personally Identifiable Information in this manner, you can opt-out by contacting us <https://keyringapp.com/support>. If you want to limit the collection of information for interest based advertising you can opt-out at the Digital Advertising Alliance's website, <http://www.aboutads.info>.

1. Updating Information. If you are enrolled in the Key Ring Service, you may change any of your Personally Identifiable Information by contacting us <http://keyringapp.com/support>.

We encourage you to promptly update your Personally Identifiable Information if it changes, as out-of-date Personally Identifiable Information may negatively affect the quality of your Key Ring Service use and experience.

1. Choices on Collection/Use of Information. You can always choose not to provide certain information, although a certain level of information is required to engage and to participate in the Key Ring Service.

You cannot opt-out of Administrative Emails. "Administrative Emails" relate to a your activity on the Website and the Key Ring Service, and include but are not limited to emails regarding a your account, requests or inquiries, and purchases of products and services. If you do not want to receive promotional emails from us, you may elect to opt-out of receiving promotional emails at any time after registering by visiting <http://keyringapp.com/emails> (must be logged into account online) or by hitting the "unsubscribe" button at the bottom of any of our e-mails.

1. Security of Information. You can access your Personally Identifiable Information on our Website with your password and username. This password is encrypted. We advise against sharing your password with anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected personnel and contractors have access to. We may encrypt certain sensitive information using Secure Socket Layer (SSL) technology to ensure that your Personally Identifiable Information is safe as it is transmitted to us.

However, no data transmission can be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with companies that do the same, we cannot guarantee the security of any information transmitted to or from the Website or via the Key Ring Service, and are not responsible for the actions of any third parties that may receive any such information.

1. Data Tracking

a. Cookies. To facilitate and customize your experience with the Website and the Key Ring Service, we may store cookies on your computer or other similar device through which you access the Website or Key Ring Service. A cookie is a small text file that is stored on your computer or other device for record-keeping purposes which contains information about you. We use cookies to save you time while using the Website and the Key Ring Service, remind us who you are, and track and target your interests in order to provide a customized experience. Cookies also allow us to collect Non-Personally Identifiable Information from you, like

which pages you visited, what links you clicked on, and how you used the Key Ring Service. We may use Third Party Advertising Companies to display advertisements on our Website. As part of their service, they may place separate cookies on your computer or similar device. We have no access to or control over these cookies. This Privacy Policy covers the use of cookies by our Website and the Key Ring Service only and does not cover the use of cookies by any Advertiser. Most browsers automatically accept cookies, however you may be able to modify your browser settings to decline cookies. Please note that if you decline or delete these cookies, some parts of the Website or the Key Ring Service may not work properly.

b. Other Tracking Devices. We may use other industry standard technologies like pixel tags and web beacons to track your use of our Website pages and promotions, or we may allow our Third Party Service Providers to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Website, or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, pixel tags and web beacons generate a Non-Personally Identifiable notice of that action. Pixel tags allow us to measure and improve our understanding of visitor traffic and behavior on our Website, as well as give us a way to measure our promotions and performance. We may also utilize pixel tags and web beacons provided by our Affiliates and/or marketing partners for the same purposes.

1. Privacy Policies of Third Party Websites. This Privacy Policy only addresses the use and disclosure of information we collect from you on <http://keyringapp.com> and via the Key Ring Service. Other websites or services that may be accessible through this Website or the Key Ring Service may have their own privacy policies and data collection, use and disclosure practices. If you use, link or visit any such website, we urge you review the website's privacy policy. We are not responsible for the policies or practices of third parties.
2. Privacy Settings. As a user, you may have limited access to privacy settings. These settings help hide information you wish to share with other users and/or the public. It is up to you to select the appropriate privacy settings. If you don't agree with the available privacy settings, please stop using the Key Ring Service.
3. Public Areas. We may provide areas on our Website or via the Key Ring Service where you can publicly post information about yourself including your location, can communicate with others such as forums. This information may be accessible by other users and companies and may appear on other websites or web searches, and therefore this information could be read, collected, and used by others. We have no control over who reads your postings or what other users may do with the information you voluntarily post, so please use caution when posting any content or providing anything that could be deemed personal information.
4. Facebook. The Website or Key Ring Service may allow you to access Facebook to interact with friends and to share on Facebook through your or your friends' "Walls" and "News Feeds." By doing so, you agree to allow the Key Ring Service to access your information and you are agreeing to the Facebook Terms of Use in your use of the Key Ring Service. If you are not currently enrolled in the Key Ring Service and you click on "Sign in Using Facebook," you will first be asked to enter your Facebook credentials and then be given the option to register and join the Key Ring Service.
5. Notice of Privacy Rights to California Residents. California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act ("COPPA") and the California Business and Professions Code. As required by COPPA, we will provide you with the categories of Personally Identifiable Information that we collect through the Website and the categories of third party persons or entities with whom such Personally Identifiable Information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1)

the categories of Personally Identifiable Information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. COPPA further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or physical mail to the address found below. When contacting us, please indicate your name, address, email address, and what Personally Identifiable Information you do not want us to share with Affiliates or marketing partners. The request should be sent to the attention of our legal department, and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your Personally Identifiable Information or requesting this notice.

6. Children. The Website and the Key Ring Service are not directed to people under 13. If you become aware that your child has provided us with personal information without your consent, please contact us at <http://keyringapp.com/support>. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account.
7. Customer Service. For assistance or questions regarding this Privacy Policy or the Key Ring Service, you may email us at <http://keyringapp.com/support>.

KEY RING TERMS OF SERVICE

Last Updated – February 1, 2013

Key Ring allows its users, via the Key Ring website (<http://keyringapp.com>) (the "Website") and mobile application, to manage loyalty cards, membership ID's, and other barcoded and non-barcoded cards (collectively, the "Key Ring Service"). The Key Ring Service is owned and operated by Mobestream Media Inc., a Delaware corporation ("Key Ring", "we" or "us"). Mobestream Media Inc is a subsidiary of Gannett Inc and operates in the Gannett Digital Marketing Services Organization (GDMS).

Your use of the Website and the Key Ring Service is subject to the terms and conditions set forth in these Terms of Service (the "Terms of Service").

PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE WEBSITE OR THE KEY RING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL THE TERMS OF OUR TERMS OF SERVICE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE OR THE KEY RING SERVICE.

The Key Ring Service is meant for those at least thirteen (13) years of age. Use of the Key Ring Service by anyone under the age of 13 is a violation of the Terms of Service. If you are under the age of 18, you represent that you have the consent of a parent, or legal guardian to use or access the Key Ring Service.

1. Updates to Terms of Service; Integration. We may, in our sole discretion, modify the Terms of Service with or without notice to you. The "Last Updated" date at the top the Terms of Service will indicate when the latest modifications were made. By continuing to access and use the Website or the Key Ring Service after the Terms of Service are modified, you agree to such modifications. Therefore, you should review the Terms of Service prior to each use of the Website and/or the Key Ring Service.

In addition, when using particular services or features at the Website and/or the Key Ring Service, you will be subject to any posted guidelines or policies applicable to such services or features or that may be posted from time to time, including but not limited to the Terms of Service and Privacy Policy as noted below. All such guidelines or policies are hereby incorporated by reference into these Terms of Service.

1. Privacy Policy. Use of the Website and the Key Ring Service is subject to the terms of our Privacy Policy found at <http://keyringapp.com/legal>, which is hereby incorporated into and made part of these Terms of Service. Please carefully review our Privacy Policy. By using the Website or the Key Ring Service, you agree to be bound by the terms of our Privacy Policy.
2. Intellectual Property. You acknowledge that all materials at the Website and the Key Ring Service, including the Website's and the Key Ring Service's design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Key Ring and/or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Key Ring authorizes you to view, download and/or print the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by the Terms of Service, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Key Ring or the respective copyright owner. In an absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described at the Website and/or the Key Ring Service are the sole property of Key Ring and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Key Ring and/or its licensors. In addition, all page headers, custom graphics, button icons and scripts are the property of Key Ring and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of Key Ring. Key Ring reserves the right to enforce its intellectual property rights to the fullest extent of the law.

For the avoidance of doubt, your use of the Website and the Key Ring Service is solely and exclusively under the limited license granted herein and you will not obtain any ownership interest therein through this Agreement or otherwise. All trademarks, service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with any aspect of the Key Ring Service are either the property of Key Ring or its affiliates or licensors. Key Ring retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. Upon termination of this Agreement, the license shall also terminate and all rights shall revert to Key Ring without the taking of action on the part of either party. All rights not expressly granted herein by Key Ring to you are fully reserved by Key Ring, its advertisers and licensors.

Some of the company and product names, logos, brands, and other trademarks featured or referred to within the Website and the Key Ring Service may not be owned by Mobestream Media Inc., and are the property of their respective trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse, Mobestream Media Inc., the Key Ring Service, our products and services, or the Website.

1. Third Party Sites. Links at the Website or via the Key Ring Service to third party websites are provided only as a convenience to you. If you use these links, you will leave the Website and potentially the Key Ring Service. Key Ring does not control or endorse any such third party websites. You agree that the Key Ring Parties, as defined below, will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk. You are advised that other websites on the Internet, including third party websites and applications linked from this Website or the Key Ring Service, might contain material or information that some people may find offensive or inappropriate; that is inaccurate, untrue,

misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Key Ring expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website.

2. Use of the Key Ring Service. You may be required to establish an account in order to take advantage of certain features of this Website or the Key Ring Service. If so, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website or the Key Ring Service; and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate or outdated, or Key Ring has reasonable grounds to suspect that such information is false, inaccurate or outdated, Key Ring has the right to suspend or terminate your account and prohibit any and all current or future use of the Website and Key Ring Service (or any portion thereof) by you.

You may be prompted to create a username and password to use certain features of the Website or participate in the Key Ring Service. If so, you are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. Your account is meant to be private and you shall not share accounts, use another member's account, nor allow others to use your account for any reason. You agree to: (a) immediately notify us of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account at the Website or via the Key Ring Service, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying Key Ring. The Key Ring Parties cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

You agree to use the Website and Key Ring Service only for lawful purposes and that you are responsible for your use of and communications and content you post via the Key Ring Service. You agree not to post on or transmit through this Website or the Key Ring Service any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this Website or Key Ring Service in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Website or the Key Ring Service.

You may not do any of the following while accessing or using the Key Ring Service: (i) access, tamper with, or use non-public areas of the Key Ring Service, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Key Ring Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Key Ring Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Key Ring Service.

You further agree that you will not access this Website or the Key Ring Service by any means except through the interface provided by Key Ring for access to the Website and the Key Ring Service. Creating or maintaining any link from another website to any page at the Website without the prior authorization of Key

Ring is prohibited. Running or displaying this Website, the Key Ring Service, or any information or material displayed at the Website in frames or through similar means on another website or application without the prior authorization of Key Ring is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations.

Key Ring makes no representation that Materials contained at the Website or products or services described or offered at the Website or via the Key Ring Service are accurate, appropriate or available for use in jurisdictions outside the United States, or that these Terms of Service comply with the laws of any other country. Visitors who use the Website or the Key Ring Service and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Website or the Key Ring Service from any territory where its contents are illegal, and that you, and not the Key Ring Parties, are responsible for compliance with applicable local laws.

1. Content. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. You acknowledge that all Content transmitted or accessed by you using the Key Ring Service, is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. We reserve the right to remove any merchandise or other objectional Content in our sole discretion.

For purposes of these Terms of Service, the term “Content” includes, without limitation, any merchandise, location information, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on the Website or through the Key Ring Service.

1. Gift Cards. In order for you to use the Key Ring Service for gift cards, Key Ring needs to have specific information regarding your applicable gift cards or other associated accounts (such as your gift card number, personal identification number and/or access code). By providing such information to Key Ring you authorize Key Ring to use and disclose such information on your behalf in order to fulfill your requests. By doing so, you authorize Key Ring (a) to contact the issuers and processors of your applicable gift cards and to receive information from them relating to such gift cards, (b) to request and obtain your gift card balance information, (c) to accept, process and fulfill your instructions to transfer or otherwise allocate or direct funds to or from your designated gift cards upon your request (all in accordance with any authorization procedures as may be agreed from time to time between you and us or between us, on your behalf, and the applicable gift card issuer and/or processor), and (d) to initiate debit or credit entries to your designated gift card accounts either pursuant to your instructions or, in the event there is an error in the processing of any transaction, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. Your authorizations will remain in full force and effect while you maintain your account with the Key Ring Service.
2. Termination. You agree that Key Ring may terminate or suspend your access to all or part of this Website or the Key Ring Service, without notice, for any conduct that Key Ring, in its sole discretion, believes is in violation of these Terms of Service or any applicable law or is harmful to the interests of another user or the Key Ring Parties.

Notwithstanding such termination or suspension, you will continue to be subject to the “Intellectual Property,” “Content,” “Warranties, Disclaimers and Limitations of Liability,” “Indemnification,” “Applicable Law and Jurisdiction” and “Use of the Key Ring Service” sections of these Terms of Service.

Key Ring reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or the Key Ring Service (or any part thereof) with or without notice. Except as otherwise expressly stated in these Terms of Service, you agree that Key Ring Parties shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website or the Key Ring Service.

1. Representations. You expressly represent, warrant, or acknowledge that:

Key Ring does not warrant or guarantee the suitability or availability of any Material or Content, including without limitation any gift card, merchandise or goods, found through the Key Ring Service. Key Ring does not screen the authenticity or quality of any Material or Content or any provider of Material or Content, including without limitation any gift card, merchandise or goods, found through the Key Ring Service. Key Ring makes no representations or promises regarding any Material or Content, and that many of the Material or Content provided via the Key Ring Service is owned by third parties and/or the provider of goods or services. Key Ring is not a party, directly or indirectly, to any transaction between you and any provider of goods or services via the Key Ring Service, including without limitation any gift card issuer or processor. Any dispute shall be resolved between yourself and the provider of such goods or services. Any information, materials, or content on the Website or the Key Ring Service, including any Facebook or Twitter Page, are for informational purposes only. You assume all risk when using the Website or the Key Ring Service, including all of the risks associated with any online or offline interactions with other users, merchants and retailers. You have been advised by Key Ring to keep all cards, including gift cards, in your physical possession, regardless if you have uploaded such to the Key Ring Service.

1. Warranties, Disclaimers and Limitations of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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1. Indemnification. You agree to indemnify, defend and hold harmless the Key Ring Parties against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of or conduct at the Website or Key Ring Service, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Website or the Key Ring Service, your breach of these Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Website or the Key Ring Service. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.
2. Applicable Law and Jurisdiction. Your use of the Website and the Key Ring Service is governed by and will be enforced under the laws of the State of Texas without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within Dallas, Texas. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. Any controversy, claim, suit, injury or damage arising from or in any way related to the Website, the Key Ring Service, or these Terms of Service shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator chosen by Key Ring. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Key Ring may seek any interim or preliminary relief from a court of competent jurisdiction in Dallas, Texas necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration. IN ANY

CLAIM, ACTION OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE AGREEMENT INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF OUR SERVICES, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

3. Procedure for Notifying the Company of Copyright Infringement. Those who believe that their copyrighted work has been infringed or are aware of other infringing material, should contact our Copyright Agent at the address listed below and provide us with the following information:

An electronic or physical signature of a person authorized to act on behalf of the owner of the copyrighted work that has allegedly been infringed. Identification of the copyrighted work claimed to have been infringed. Information describing where the allegedly infringing material is located on the Website. Your address, telephone number, and email address. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law. A statement by you that the above information in your notification is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf. The foregoing information may be emailed to info@keyringapp.com or mailed to our Copyright Agent at the following address:

Copyright Agent – Mobestream Media Inc.

2800 Routh Street, Suite 215

Dallas, TX 75201

Following receipt of the information listed above, we will remove or disable access to the infringing material and take reasonable steps to notify the member responsible for posting said material. The posting of infringing copyrighted material may result in the termination of member privileges of said responsible member.

1. Notice of Availability of Filtering Software. Pursuant to the Communications Decency Act, you are hereby informed by Key Ring that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at <http://www.ntia.doc.gov> in the whitepaper entitled Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies.
2. U.S. Export Controls. The Website and Key Ring Service are subject to United States export controls. No part of the Website or the Key Ring Service may be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
3. Miscellaneous. These Terms of Service constitute the entire and only Terms of Service between Key Ring and each user of the Website or the Key Ring Service with respect to the subject matter of these Terms of Service.

If any provision of these Terms of Service be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

The failure of the Key Ring Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights under this Agreement to another entity or individual.

No action arising out of this Terms of Service or your use of the Key Ring Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

1. Customer Service. If you have any comments or questions regarding these Terms of Service, or wish to report any violation of these Terms of Service, you may contact us at <http://keyringapp.com/support>.



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