# Terms Of Use

The following conditions apply to the use of the RetailMeNot service.

Effective December 16, 2020

*Note: The RetailMeNot Terms of Use have been updated and are now governed by the terms of its parent company, Ziff Davis. Please review the updated Terms of Use carefully before using our Services. By using any of the Services, you consent to the terms of the updated Terms of Use.*

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND, TOGETHER WITH ALL THE OTHER TERMS AND CONDITIONS REFERRED TO BELOW, FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US REGARDING YOUR USE OF OUR WEBSITE(S) AND OTHER SERVICES.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

SECTION 16 CONTAINS AN IMPORTANT NOTE TO NEW JERSEY CONSUMERS.

IF FOR ANY REASON, YOU ARE UNABLE OR UNWILLING TO AGREE TO ALL OUR TERMS OF USE, PLEASE IMMEDIATELY STOP USING OR ATTEMPTING TO USE OUR WEBSITE AND OTHER SERVICES, BECAUSE IF YOU CONTINUE, YOU WILL BE AGREEING TO EVERYTHING IN OUR TERMS OF USE.

* General

These Terms govern your use of the interactive websites, mobile and connected applications, software, and other online interactive features and services, including, but not limited to, emails, newsletters, forums, communities, sweepstakes and contests (collectively, the “Services”) operated by Ziff Davis, LLC and its subsidiaries (collectively “Ziff Davis” “we” “us” or “our”). Additional terms and conditions of use applicable to specific areas of the Services may also be posted in such areas and, together with these Terms, govern your use of those areas and are referred to collectively as the “Agreement.”

These Terms cover the following Ziff Davis websites and mobile applications:

* [Ziff Davis](http://www.ziffdavis.com/)
* [IGN](http://www.ign.com/), [IGN Canada](http://ca.ign.com/), [IGN UK](http://uk.ign.com/), [IGN Australia](http://au.ign.com/)
* [AskMen](http://www.askmen.com/), [AskMen Canada](http://ca.askmen.com/), [AskMen UK](http://uk.askmen.com/), [AskMen Australia](http://au.askmen.com/)
* [PCMag](http://www.pcmag.com/), [PCMag UK](http://uk.pcmag.com/), [PCMag Australia](http://au.pcmag.com/)
* [Geek](http://www.geek.com/)
* [ExtremeTech](http://www.extremetech.com/)
* [TechBargains](http://www.techbargains.com/)
* [Mashable](http://www.mashable.com/)
* [Offers.com](http://www.offers.com/)
* [Credit Cards Explained](http://www.creditcardsexplained.com/)
* [Tippit](http://www.tippit.com/)
* [CouponCodes.com](http://www.couponcodes.com/)
* [Black Friday](http://www.blackfriday.com/)
* [Best Black Friday](http://www.bestblackfriday.com/)
* [Ookla](http://www.ookla.com/), [Speedtest.net](http://www.speedtest.net/), [Speedtest Custom](http://www.speedtestcustom.com/)
* [Toolbox.com](http://www.toolbox.com/), [Inside CRM](http://www.insidecrm.com/), [Inside-Erp](http://www.inside-erp.com/), [IT Management](http://www.itmanagement.com/), [IT Security](http://www.itsecurity.com/), [VoIP-News](http://www.voip-news.com/)
* [emedia.com](http://www.emedia.com/), [emedia.co.uk](http://www.emedia.co.uk/)
* [Salesify](http://www.salesify.com/), [B2BSignals](http://www.b2bsignals.com/)
* [Revenu8](https://revenu8.com/), [MarTechAdvisor](https://www.martechadvisor.com/), [ReadITQuick](https://www.readitquik.com/), [HRTechnologist](https://www.hrtechnologist.com/)
* [Ziff Davis Data](http://www.ziffdavisdata.net/)
* [Bestgifts.com](https://bestgifts.com/)
* [Deals of America](https://dealsofamerica.com/)
* [The Black Friday](https://theblackfriday.com/)
* [PCMag Shop](https://shop.pcmag.com/)
* [Offers Shop](https://shop.offers.com/)
* [IGN Store](https://store.ign.com/)
* [RetailMeNot](http://www.retailmenot.com/)

Applications:

* IGN: Video Game News, Reviews, Guides
* IGN App For PlayStation All-Stars Battle Royale
* IGN App For Elder Scrolls V: Skyrim
* IGN App For PlanetSide 2
* IGN: Video Game News, Reviews
* IGN App For GW2
* IGN App For Final Fantasy XIV: A Realm Reborn
* IGN App For Dead Space 3
* TechBargains
* PC Magazine
* Speedtest
* Deals of America
* The Black Friday
* RetailMeNot

We reserve the right, in our discretion, to change or modify all or any part of the Agreement at any time, effective immediately upon notice published on this page. Your use of the Services constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Ziff Davis as permitted above. Please be sure to review the Agreement periodically to ensure familiarity with the most current version. If at any time the terms and conditions of the Agreement are no longer acceptable to you, you should immediately cease all use of the Services. It is your responsibility to refer to the Agreement upon accessing the Services.

COPPA: The Services are directed to teenagers and adults and are not directed to children under the age of 13. You must be 13 years of age or older to use the Services outside of the European Union and European Economic Area, and 16 years of age or older in the European Union and European Economic Area. Ziff Davis complies with the Children’s Online Privacy Protection Act and does not permit registration by, and will not knowingly collect personally identifiable information from, anyone under 13. By registering for any Services, you represent and warrant that you are 13 years of age or older or, if you reside in the European Union or European Economic Area, 16 years of age or older. Additionally, you must provide true, accurate and complete registration information to become a member of the Services (“Member”). Creating a Member account if you are under the age of 13 outside of the European Union and European Economic Area or 16 in the European Union and European Economic Area, under automated means or under false or fraudulent pretenses constitutes unauthorized use of the Services, and such accounts will be deleted by Ziff Davis.

As part of the registration process, you may be asked to select a username and password and you will be responsible for all activities occurring under your username and for keeping your password secure. We may refuse to grant you a username that impersonates someone else, violates or infringes on the trademark or proprietary rights of a third party, or is vulgar, offensive, or otherwise inappropriate, as determined by us in our sole discretion. You agree that your username and password is personal to you and should not be used to provide access to the Services to any other person or entity.

By using the Services, you agree to: (a) provide accurate and complete information about yourself as prompted by the registration form for a Service (“Registration Data”), (b) maintain and promptly update the Registration Data to keep it accurate and complete, and (c) maintain the security of your password. In the event you compose a profile upon registering for the Services (a “Member Profile”), such profile must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual who is not you. If you wish to view or change your profile, you can do by clicking [here](https://www.retailmenot.com/privacy/do-not-sell-my-info) to opt out.

For Shopping Services: Certain of Ziff Davis sites allow you to purchase products (“Products”). Such Products and pricing on the sites may change at any time in the sole discretion of Ziff Davis, without prior notice to you. You agree that you will only purchase Products on the sites for your own use and enjoyment or as a gift for another person, that all information you submit through the sites is complete, accurate, current and true and that you are not barred from receiving Products under applicable law. Some Products you purchase may be used or contain used parts. Certain software or other materials that you purchase through our sites may be subjected to further export controls. You agree to comply with all applicable export and re-export restrictions, laws and regulations and will not encourage, assist, or authorize the transfer of such products to a prohibited country in violation of law, rule or regulation. Please be advised that our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt, we may accept, decline, or place quantity restrictions or other limits on your order for any reason in our discretion. If we charge you for an order that has been canceled, we’ll refund you the full amount of the canceled portion of such order. While we strive to make all information on our sites as accurate as possible, we do not warrant that Product descriptions or other content is accurate, complete or error free. Promotions are subject to change and we cannot confirm the availability or price of an item until you place your order. For more information please see our return policy. Please also be advised we do not operate a call center. All inquiries should be addressed to contactshop@pcmag.com and contact@tippit.com.

For RetailMeNot Cash Back Services:

General. By participating in a RetailMeNot Online Cash Back Rewards Offer and/or In-Store Cash Back Rewards Offer (each, a "Promotion"), you agree to be bound by these Cash Back Rewards and Wallet Terms (these "Promotion Terms") in addition to the rest of the Ziff Davis Terms of Use and Privacy Policy. In the event of a conﬂict between these Promotion Terms and the Ziff Davis Terms of Use, these Promotion Terms will control. All features may not be available and RetailMeNot reserves the right in its sole discretion to end any Promotion or other program.

* Definitions.
  + "Activated Rewards Oﬀer" means a Rewards Oﬀer for a Promotion that has been initiated by you but is not yet completed. In-Store Cash Back receipt scanning Rewards Oﬀers may activate when you submit a Receipt after a Qualifying Transaction during the Promotion Period. For other Rewards Oﬀers, activating such Rewards Oﬀer requires at a minimum clicking the Promotion Link or Link Cash Back Button, and may require additional steps as described on the Promotion Landing Page.
  + "Approved Reward" means a Reward oﬀered under an Activated Rewards Oﬀer for which RetailMeNot has determined that you: (1) met the eligibility requirements; (2) completed the required purchase(s); and (3) satisﬁed all other applicable conditions in order for the Reward to become eligible for redemption.
  + "Bonus Reward" means a bonus Reward oﬀered to certain RetailMeNot members who complete a qualifying activity or who meet certain criteria, as deﬁned in a Rewards Oﬀer Card or Promotion Landing Page, in addition to or in combination with oﬀers for Online Cash Back Rewards, or In-Store Cash Back Rewards.
  + "Excluded Items" means any and all items that fall within categories, if any, speciﬁed on the Promotion Landing Page or in the Rewards Oﬀer Card (e.g., the "details" section) as being excluded from the Minimum Purchase Amount. The determination of whether particular purchases fall within an excluded category will be determined at RetailMeNot’s sole discretion. If you are unsure whether a desired item falls within an excluded category, check the details section of the applicable Rewards Oﬀer Card and direct any questions to the "[Contact Us](https://help.retailmenot.com/s/contactsupport)" form prior to making your online purchase.
  + "In-Store Cash Back Rewards" means Rewards that RetailMeNot provides after receiving a Receipt from Qualiﬁed Transaction and may sometimes be referred to as "In-Store Cash Back" or "In-Store Cash Back Rewards" on the RetailMeNot website or app, or on the Promotion Landing Page.
  + "Link Cash Back Button" means a virtual button provided on the Promotion Landing Page or Rewards Oﬀer Card that allows you to activate a Rewards Oﬀer. In some cases, clicking the Link Cash Back Button may also direct you to the Merchant’s website.
  + "Merchant" means the merchant that is speciﬁed on the Promotion Landing Page.
  + "Minimum Purchase Amount" means the amount speciﬁed on the Promotion Landing Page as the minimum purchase amount from the Merchant that is required to be eligible for the applicable Rewards Oﬀer. The Minimum Purchase Amount excludes discounts/promos, store points/rewards programs, tax, tip, fees, and any amount used to purchase Excluded Items.
  + "Number of Rewards Oﬀers per Person" means (a) for Online Cash Back Rewards, a limit of twenty (20) Rewards Oﬀers in the aggregate under all RetailMeNot Promotions in any calendar month and a limit of seven (7) Rewards per Merchant in any calendar month and (b) for In-Store Cash Back Rewards, a limit of ﬁfteen (15) Rewards Oﬀers in the aggregate under all RetailMeNot Promotions in any calendar month, unless otherwise speciﬁed in the Promotion Landing Page.
  + "Online Cash Back Rewards" means Rewards that RetailMeNot tracks through your Internet browser (e.g., [tracking cookies](https://www.ziffdavis.com/cookie-policy)) and may sometimes be referred to as "Online Cash Back" on the RetailMeNot website or app, or on the Promotion Landing Page.
  + "Promotion Landing Page" means the website or app page that describes the Promotion and links to these Promotion Terms.
  + "Promotion Link" means the hyperlink provided on the Promotion Landing Page of an Online Cash Back Rewards Oﬀer that directs you to the Merchant’s website.
  + "Promotion Period" means the period beginning on the start date speciﬁed on the Promotion Landing Page and ending at the earlier of (1) the time that all of the Total Rewards Oﬀers available during Promotion have been claimed or (2) the end date speciﬁed on the Promotion Landing Page. The Promotion Period may be shortened or extended at RetailMeNot’s discretion. All start and end dates are based on Central Standard Time unless otherwise indicated.
  + "Qualifying Transaction" means a purchase that is (a) in an amount greater than the Minimum Purchase Amount; (b) from a participating Merchant; (c) in connection with a Rewards Oﬀer; (d) made via an Online Cash Back Rewards Offer or submitted through a Receipt; and (e) in RetailMeNot’s sole discretion, satisﬁes all of the Promotion Terms.
  + "Receipt" means a proof of purchase from an in-store Qualifying Transaction with a Merchant during the Promotion Period. To be eligible for an In-Store Cash Back Reward, the Receipt must clearly display the date; Merchant name; receipt number or other identiﬁer speciﬁc to that Merchant, that Qualifying Transaction and on that applicate date; the item(s) purchased; the item price; and total amount spent on the item(s). The Receipt must clearly display all required information and meet any other speciﬁed terms to be eligible for an In-Store Cash Back Reward, including terms displayed on the Promotion Landing Page or Rewards Oﬀer Card. All decisions regarding whether to issue a Reward and/or accept a Receipt are in RetailMeNot’s sole discretion.
  + "Redemption Process" means the steps you must take, as speciﬁed by RetailMeNot in its sole discretion, in order to redeem Approved Rewards. The Redemption Process is further described below.
  + "Reward" means a reward given by RetailMeNot to you for fulﬁlling the requirements of the Promotion, as speciﬁed on a Promotion Landing Page and Rewards Oﬀer Card.
  + "Rewards Oﬀer" means an oﬀer for a Reward.
  + "Rewards Oﬀer Card" means the area of a website page or app that describes a Rewards Oﬀer and may include the Link Cash Back Button, a details section, and a link to a Promotion Landing Page.
  + "Rewards Wallet" means the user interface associated with your RetailMeNot account that will show Activated Rewards, Approved Rewards, and related information.
  + "Third-party Service Providers" is deﬁned in Section 7 below.
  + "Total Rewards available during Promotion" or "Total Rewards Oﬀer" means the limited quantity of Rewards available under the Promotion, as speciﬁed on the Promotion Landing Page if the quantity is limited.
* Eligibility. Promotions are available to individual users of RetailMeNot who are residents of the United States and at least eighteen (18) years of age. Participation in any Promotion and the opportunity to earn Rewards from any Promotion are oﬀered at the sole discretion of RetailMeNot. Purchases for resale or commercial use are excluded from eligibility. In any calendar month, you are limited to the Number of Rewards Oﬀers per Person and the amount that you may earn, in the aggregate under all RetailMeNot Rewards Oﬀers, may be limited (e.g., one thousand dollars ($1,000.00 USD) per month).
* How to Earn Cash Back Rewards.
  + Online Cash Back Rewards. To earn Rewards pursuant to a Rewards Oﬀer for Online Cash Back Rewards, you must: (1) during the Promotion Period, click on the Promotion Link right before making an online purchase via the Merchant’s website; (2) complete the online purchase in an amount equal or greater to the Minimum Purchase Amount; and (3) satisfy any other conditions speciﬁed on the Promotion Landing Page. Upon veriﬁcation that your purchase qualiﬁes and that you have satisﬁed applicable requirements, the Reward speciﬁed for the applicable Rewards Oﬀer will be considered an Approved Reward. YOU MUST CLICK ON THE PROMOTION LINK FOR THE REWARDS OFFER DURING THE SAME SHOPPING SESSION THAT YOU COMPLETE YOUR PURCHASE FROM THE MERCHANT. IF YOU VISIT OTHER SITES BEFORE COMPLETING YOUR PURCHASE, OR IF YOU USE COUPON CODES NOT PROVIDED BY RETAILMENOT, YOUR PURCHASE MAY BE ASSOCIATED WITH A SERVICE OTHER THAN RETAILMENOT AND YOU MAY NOT BE ELIGIBLE FOR THE REWARD(S). YOU MUST NOT ENABLE AN AD BLOCKER OR OTHERWISE DISABLE COOKIES ON YOUR COMPUTER, BECAUSE COOKIES ARE USED TO AUTHENTICATE YOUR PURCHASE.
  + In-Store Cash Back Rewards.
    - To earn Rewards pursuant to a Rewards Oﬀer for In-Store Cash Back Rewards by submitting a Receipt, you must: (1) Activate the Rewards Oﬀer, if applicable; (2) complete the required purchase via a Qualiﬁed Transaction; (3) submit a valid, readable Receipt through the Promotion Landing Page in accordance with the stated terms; and (4) satisfy any other conditions speciﬁed on the Promotion Landing Page or Rewards Oﬀer Card.
    - If you complete the obligations in Sections 4(b)(i) and 4(b)(ii) and the Reward Offer is still available, the Reward specified for the applicable Reward Offer will be considered an Approved Award.
  + Receipt Scanning.
    - You agree to at all times provide accurate and complete information to RetailMeNot. You agree not to: submit a Receipt that is false, inaccurate, fabricated, counterfeited, incomplete, tampered with, adjusted, or otherwise inauthentic for the purpose of seeking to claim a Reward; redeem, or attempt to redeem, a Reward for products that have not actually been purchased, or for products that have been returned; submit or attempt to submit a Receipt that has already been submitted or used by you or another user; or submit Receipts outside of a Promotion Period, or for a purchase that took place prior to or after the launch date of a Rewards Oﬀer.
    - RetailMeNot may, in its sole discretion, extend the redemption period for a Rewards Oﬀer.

As between you and RetailMeNot, the determination as to what transactions are Qualifying Transactions shall be made by RetailMeNot in its sole discretion.

* + Bonus Rewards. From time to time, RetailMeNot may oﬀer a Bonus Reward to certain RetailMeNot members who complete a qualifying activity or who meet certain criteria, as deﬁned in a Rewards Oﬀer Card or Promotion Landing Page, in addition to or in combination with oﬀers for Online Cash Back Rewards or In-Store Cash Back Rewards. For example, RetailMeNot may oﬀer a "My First Time" Bonus Reward to new members who earn an Online Cash Back Reward for the ﬁrst time or earn certain Online Cash Back Rewards for the ﬁrst time. In order to earn a Bonus Reward, you must satisfy all criteria set forth for earning the Bonus Reward as well as the requirements of these Promotion Terms during the promotion period for the Bonus Reward. RetailMeNot, in its sole discretion, may adjust the promotion period and/or the bonus amount for Bonus Reward, at any time, without notice. All decisions by RetailMeNot are ﬁnal and binding on you. Bonus Rewards are a limited time oﬀers and all criteria must be satisﬁed within the dates of the Promotion.
* Returns, Approvals, and No Ownership.
  + For any Rewards Oﬀer, if you return or exchange the items purchased, complete your purchase before or after the Promotion Period, initiate a purchase that results in a chargeback, or fail to satisfy a Minimum Purchase Amount, or any other conditions speciﬁed on the Promotion Landing Page or Rewards Oﬀer Card, RetailMeNot reserves the right to invalidate or withdraw all or part of the Rewards Oﬀer. The determination of whether or not a purchase qualiﬁes for the Rewards Oﬀer and whether applicable conditions have been satisﬁed is at the sole discretion of RetailMeNot. In the event of a dispute, you may be required to provide your order conﬁrmation as proof of purchase. The timing of when RetailMeNot will issue an Approved Reward will vary based on a number of factors. These factors may include the type of Promotion pursuant to which a Reward is oﬀered and your account activity as a member of RetailMeNot. RetailMeNot reserves the right, in its sole discretion, to determine the order and timing in which to process its conﬁrmation of eligible purchases. Rewards may be limited where participation exceeds the Total Rewards Oﬀers available during Promotion or in other cases, as determined by RetailMeNot in its sole discretion. RetailMeNot also reserves the right, in its sole discretion, to reevaluate Approved Rewards, at any time, without notice, including, but not limited to, whether purchases qualify for the Promotion and whether applicable conditions have been satisﬁed, and RetailMeNot, in its sole discretion, may adjust or withdraw any Rewards Oﬀers or any Approved Rewards, at any time, without notice. All decisions by RetailMeNot are ﬁnal and binding on you.
  + Participating in a Rewards Oﬀer does not give you ownership or any other legal claim to any Reward unless and until RetailMeNot, in its sole discretion, determines that you have met all eligibility criteria and fulﬁlled all requirements for the Promotion and you have completed the Redemption Process. Rewards Oﬀers are provided solely by RetailMeNot and are not underwritten or funded by any other third party. You may not make any claims for Rewards Oﬀers against Merchants or any other third party. Notwithstanding that Rewards Oﬀers may include oﬀers of cash, prior to redemption, Rewards Oﬀers and Approved Rewards have no monetary value and you may not obtain any money or any other thing of value for any Approved Reward or participation in any Rewards Oﬀer unless and until you complete the Redemption Process and a payment has been issued by RetailMeNot for Approved Rewards.
* Wallet and Redeeming Rewards.
  + - Approved Rewards will be shown in the RetailMeNot Rewards Wallet. You have no vested rights in Approved Rewards unless and until you complete the Redemption Process. If your RetailMeNot account is terminated by RetailMeNot, as provided in these Promotion Terms or the Terms of Use, or if you elect to close your RetailMeNot account, you will no longer be permitted to access the Rewards Wallet or redeem Approved Rewards shown therein. You may redeem Approved Rewards for cash using PayPal or Venmo.
      * Redeeming for cash to Paypal or Venmo. In order to redeem Approved Rewards for cash via PayPal or Venmo, you must: (1) have or create a PayPal or Venmo Account that is linked to the phone number or email address, where applicable, that RetailMeNot has on ﬁle for you; (2) navigate to the "My Rewards" section of "My Wallet", click "Redeem Reward", and then click "Get Cash" and either “Paypal” or "Venmo”, as applicable; and (3) perform any actions speciﬁed in the RetailMeNot app or website, as modiﬁed from time to time in the sole discretion of RetailMeNot. For example, such actions may include, but are not limited to, authenticating your account by providing a US based cell phone number with SMS capabilities or re-entering a password, and clicking the appropriate link or button. Once you have completed the required steps to redeem Approved Rewards, RetailMeNot will issue a payment to the PayPal or Venmo Account, as applicable, that is linked to the email address, or phone number, as applicable, that you provided RetailMeNot at the time you created your account. An email or text message, where applicable, will be sent to that email address or phone number, where applicable, conﬁrming that the payment has been issued. Generally, redemption of an Approved Reward will result in the issuing of payment within minutes, but in some cases may require a longer time period. RetailMeNot is not responsible for lost or stolen payments or for delivery of payments to the wrong PayPal or Venmo account.
      * Forced Redemptions. You are responsible for ensuring compliance with any limitations or requirements speciﬁed by RetailMeNot from time to time, including, but not limited to, requirements not to redeem Approved Rewards that exceed amounts speciﬁed by RetailMeNot. RetailMeNot reserves the right, in its sole discretion, from time to time, to cause the redemption of Approved Rewards, in whole or in part, and issue payments to the PayPal or Venmo account linked to the email address or phone number that you provided RetailMeNot at the time you created your account, but RetailMeNot undertakes no obligation to do so under any circumstances. You hereby authorize RetailMeNot to perform any such redemptions and issue any such payments to the PayPal or Venmo account linked to the email address or phone number that you provided RetailMeNot at the time you created your account, automatically and without further action by you.
* Abuse and Cancellations.
  + RetailMeNot reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, or the payment of any Rewards amounts at any time without obligation or notice to you, including, without limitation, if any fraud, technical failures, limit of available Rewards, gaming, human error or any other factor impairs the integrity, availability or proper functioning of the Promotion, as determined by RetailMeNot in its sole discretion. Without limiting anything in these Promotion Terms or the Terms of Use, RetailMeNot reserves the right, in its sole discretion, to disqualify, terminate or suspend the participation in any Promotion, or otherwise prevent future participation, of any individual it ﬁnds, or reasonably suspects, to be tampering with the operation of a Promotion (including by submitting or attempting to submit fraudulent or ineligible Receipts) or to be acting in violation of the Promotion Terms or any promotion, or in behaving in an unethical, dishonest, deceptive or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, RetailMeNot reserves the right to seek damages from any such person to the fullest extent permitted by law. RetailMeNot’s failure to enforce any term of these Promotion Terms shall not constitute a waiver of that provision. RetailMeNot shall not be liable to you for any suspension, modiﬁcation or termination of a Rewards Oﬀer or the Promotion program.
  + Use of any automated means or more than one account is prohibited and will result in disqualiﬁcation. In the event of any dispute as to the qualiﬁcation of potential recipients of a Reward, the authorized account holder of the email address or phone number provided to RetailMeNot at the time the account was created will be deemed the qualiﬁed Reward recipient. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential recipient of Rewards may be required to show proof of being an authorized account holder.

For Health eCareers Services: You agree that you may not share passwords, login information, or other named user identification or otherwise allow multiple offices or users to access the Health eCareers Services beyond the scope of the original subscription. If you are a job seeker on the Health eCareers Services who has reason to believe that your account is no longer secure, you must promptly change your password by updating your account information from the My Account section of the Health eCareers Services and immediately notifying us of the problem via email addressed to info@healthecareers.com. If you are a Health eCareers Services prospective employer who has reason to believe that your account is no longer secure, you must promptly contact Customer Support via email addressed to info@healthecareers.com.

For Toolbox.com Services: When using particular Toolbox.com Services, you shall be subject to any posted guidelines or rules applicable to such Services, including but not limited to the [Toolbox Groups Moderation Policies](https://www.toolbox.com/guidelines). All such guidelines or rules are hereby incorporated by reference into these Terms. Ziff Davis currently provides Toolbox.com users with access to a variety of Services, including but not limited to, communications tools, email-based discussion groups, online discussion groups, job center, source code, documents, Communities, Blogs, Wiki, Company Research Directory, and Professional Networking features. Unless explicitly stated otherwise, any new features or services shall be subject to the Agreement. In order to use certain Services, you will be required to register with Toolbox.com.

For IGN Services: When using IGN Services, you shall be subject to any posted guidelines or rules applicable to such Services, including but not limited to the [Comment Culture and Moderation](http://www.ign.com/wikis/ign-community-central/Comment_Culture_and_Moderation) and [Community How To’s and FAQ’s](http://www.ign.com/wikis/ign-community-central/Community_How_To%27s_%26_FAQ%27s) policies which can be found under [IGN Community Central](http://www.ign.com/wikis/ign-community-central). All such guidelines or rules are hereby incorporated by reference into these Terms. Ziff Davis currently provides IGN users with access to a variety of Services, including but not limited to, community boards, user pages, wikis, and blogs. Unless explicitly stated otherwise, any new features or services shall be subject to the Agreement. In order to use certain Services, you will be required to register with IGN.

For the IGN Loops Feature: The following terms apply to your use of the Loops feature offered on IGN.com and its subdomains (“Loops”).

(a) Ziff Davis hereby grants you a limited, non-exclusive, non-transferable, revocable license to use IGN-created and owned content solely in connection with Loops, which enables you to select a custom “loop” of video footage on IGN videos and to share such “loops” with others via a URL provided by us. By using Loops, you agree that you are using the IGN content for your own personal, non-commercial use. Any text or other content posted by you in connection with Loops must not: (a) be libelous, defamatory, threatening, harassing, hateful, or offensive; (b) may not violate or infringe any third party right, including, but not limited to, any copyright, trademark, right of privacy or publicity, or other personal or proprietary rights; or (c) violate any applicable laws, rules or regulations.

(b) Except as expressly permitted by Ziff Davis or by the owner of the copyright or other such proprietary right, the license granted herein to IGN-created content does not include content or trademarks owned by third parties (including third party content or trademarks incorporated into IGN-created content). By using Loops, you are solely responsible for determining whether your use of Loops complies with applicable laws, including copyright laws, and you accept all risk of liability associated with your use of Loops and any third party claims that may result from your use. You agree to indemnify, defend and hold harmless Ziff Davis from and against any and all liability whatsoever (including attorney’s fees and costs) arising from or related to your use of Loops, including, but not limited to, claims arising from your use of Loops in connection with third party content.

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For the IGN Premium Service, payment must be made by Visa, MasterCard or American Express or PayPal. For the PC Mag Premium Service, payment must be made by Visa, MasterCard, American Express or Discover. If Ziff Davis does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement governs your use of your designated card in connection with the Premium Services, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT ZIFF DAVIS, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, EVEN IF THEY WERE NOT AUTHORIZED BY YOU.

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* Post or transmit any Material that contains any advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation;
* Reformat, frame or mirror any portion of any web page that is part of the Service;
* Post Material containing restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
* Submit any Material that impersonates a person or entity, falsely implies sponsorship or endorsement of that Material by the Services, Ziff Davis and/or any third party, falsify or delete any author attributions in any Material, or promote any information that you know is false or misleading;
* Transmit any viruses, worms, defects, Trojan horses or other items of a contaminating or destructive nature through the Services or otherwise attempt to interfere with the proper working of the Service or the use and enjoyment of the Services by other users;
* Promote an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or videos or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
* Submit Material, or engage in any activity, that is libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful, or violates the rights of any third party (including their rights of privacy or publicity) or that promotes or encourages illegal activity, racism, bigotry, hatred, physical harm or discrimination of any kind against any group or individual; or
* Harvest or collect email addresses or other contact information of other users by electronic or other means.

Health eCareers Material: The Health eCareers Services allow for the posting by employers, recruiters and staffing agencies of available job opportunities at their companies or companies they represent and by candidates of their own resumes. Ziff Davis is under no obligation to evaluate or censor the resumes, job listings or other information posted to the Health eCareers Services. Moreover, Ziff Davis is not involved in the actual transaction, if any, between potential employers and candidates. Consequently, we have no control over the quality, safety or legality of the job listings or resumes posted to the Services, the truth or accuracy of such job listings or resumes, the ability of employers to hire candidates, or the ability of the candidates to fill job openings. As a representative of your company in connection with your use of the Health eCareers Services, you represent and warrant to Ziff Davis that you are authorized to do so.

When you post Material on the Health eCareers Services, you are solely responsible for the form, content and accuracy of any resume, job listing and/or other Material that you post. Ziff Davis makes no representations, warranties or guarantees concerning the Health eCareers Services, including, but not limited to, representations that a resume or job posting will be viewed by any specific number of users, or that a resume or job posting will be viewed by any user. Ziff Davis is not to be considered an employer with respect to your use of the Health eCareers Services, and Ziff Davis shall not be responsible for any employment decisions made by any person or entity posting job listings, resumes or other Material to the Health eCareers Services. Ziff Davis assumes no responsibility or liability for any personnel selected by your company through the Health eCareers Services, and selection, retention or hire of any individual or entity is based solely on your or your company’s investigation, verification and determination that such hire is suitable for the role and for the company’s purposes.

The following additional restrictions apply to Material posted by you on the Health eCareers Services. You shall not do any of the following without the prior written authorization of Ziff Davis:

* Post any inaccurate, untimely, stale, incomplete or misleading information, including inaccurate biographical information;
* Post any employment opportunity or requirements that are inaccurate or not available with a verifiable company that is directly represented by you or your company;
* Post any employment opportunities that are not healthcare-related, or are outside a healthcare-related field or organization;
* Key code (through overuse of a skill set, term or definition within a job posting, profile, resume or otherwise in an effort to gain priority placement of a posting), copy other job postings as your own, post the same position multiple times on the Services or post multiple positions within one posting;
* Place any contact information within a job posting that is different from or in addition to contact information provided when subscribing to the Health eCareers Services;
* Post any employment opportunity that does not contain a valid application method (such as company URL, email address, or “apply online”) that is connected to the “Apply” button in the job posting;
* Place any content within the job details section of a job posting that directs job seekers to apply directly via an email address or any other method that circumvents the “Apply” link;
* Resell or make available to any person not expressly licensed by Ziff Davis, whether via phone, fax, email, mail or other medium, any of the Health eCareers Services or any information obtained therefrom, including, without limitation, resumes or candidate information;
* Allow job postings or employment requirements to remain posted on the Health eCareers Services for more than 24 hours after they are no longer viable or valid (to the extent that a position is placed on “hold” or is otherwise not available for immediate placement, the posting should be removed until such time as it is a viable opening);
* Respond to a job listing on behalf of anyone other than yourself;
* Delete or revise any Material posted by another person or entity; or
* Use, print, or otherwise copy any personal information of candidates for any purpose other than consideration of the candidates for potential employment by your company or a company you represent.

*The above is not a complete list of illegal and/or prohibited uses of the Service.*

Use of the Services is subject to existing laws and legal process. Nothing contained in the Agreement shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Services.

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Despite our rights outlined herein, you shall remain solely responsible for all Material you post. Ziff Davis has no obligation evaluate, to pre-screen and/or monitor the Material you post, however Ziff Davis reserves the right to edit or remove any Content or Material on the Services, in whole or in part, and to disclose any information or take any action necessary to satisfy any applicable law, regulation, legal process or governmental request or to protect the rights, property or safety of Ziff Davis, its users and the public. You understand and agree that you may be exposed to such matters and that you further waive your right to any damages (from any party) related to such exposure.

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* Refuse, move, edit or remove any Content that is available on the Services;
* Deactivate or delete your account(s) and all related information and files in your account(s);
* Disclose your identity or other information about you to any third party who claims that Material posted by you violates their legal rights, including, but not limited to, their intellectual property rights or their rights of privacy or publicity;
* Disclose your identity or other information about you to law enforcement officials upon request if Ziff Davis determines in its sole discretion that such disclosure is in the interest of protecting its users or the public;
* Establish general practices and limits concerning use of our sites and Services.

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* Your violation of the rights of any other person or entity; or
* Your violation of any applicable laws, rules or regulations.

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(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest;

(b) a description of the copyrighted work(s) or trademark(s) that you claim has been infringed;

(c) a description of where the material that you claim is infringing is located on the Services (including any additional identifying information such as URLs and post numbers to assist us in identifying the allegedly infringing material);

(d) your address, telephone number, and email address;

(e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and

(f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner’s behalf.

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(b) a description of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to it was disabled;

(c) a written statement by you that under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(d) your address, telephone number, and email address; and

(e) a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under DMCA 512 subsection (c)(1)(c) or an agent of such person.

Upon Ziff Davis’ receipt of such counter-notice, Ziff Davis will provide the complainant with your contact information so that you have the ability to resolve the issue. Please note that when we forward the counter-notification, it includes your personal information. If you are concerned about protecting your anonymity, please consult with an attorney about other options. If the matter has been resolved or the complainant does not seek a court order within the statutory time period, we generally will re-post the material.

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Some jurisdictions do not allow exclusion of implied warranties or certain limitations of liability, including for incidental or consequential damages, punitive or exemplary damages, bodily or moral (reputational) damages, gross negligence, death or personal injury caused by negligence, personal injury or loss of or damage to property caused by defective products, fraud and/or fraudulent misrepresentation, or recklessness, so the above limitations or exclusions may not apply to you. In such jurisdictions, the liability of Ziff Davis, third party content providers and their respective agents shall be limited to the greatest extent permitted by applicable law.

* Member Disputes

You are solely responsible for your interactions with other Members of the Services. Ziff Davis reserves the right, but has no obligation, to monitor disputes between you and other Members and to take action (e.g., account deletion or removal of content posted by a user) if Ziff Davis determines that there has been a violation of the Agreement or if such action is otherwise necessary or desirable, in its sole discretion.

* International Use

We make no claims that any Material, Services or any Content is appropriate or may be downloaded outside of the United States or outside the country where such Material, Services or any Content was produced. Access to the Material, Services or any Content may not be legal in certain countries or for certain persons. If you access any Material, Services or Content from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You agree to comply with: (i) all local rules regarding user conduct on the Internet and acceptable content; and (ii) all applicable laws regarding the downloading and/or transmission of technical data and other material from or to the United States and the country in which you are located.

* No Submission of Unsolicited Ideas

Ziff Davis does not accept unsolicited ideas of any kind, including ideas for: advertising; promotions; new products, technologies, processes, or materials; marketing plans; or product names. Please do not send us any such ideas or materials relating to such ideas. This is to avoid any potential misunderstanding or dispute should our products or marketing strategies seem similar to unsolicited ideas submitted to us. If, despite this request, you do send us any unsolicited ideas or materials, we make no assurances that such ideas or materials will be treated as confidential or proprietary.

* Binding Arbitration

ARBITRATION NOTICE: Unless you opt out in accordance with this Section, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before a single arbitrator. The arbitration shall be administered JAMS, pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

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

YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND UNDERSTAND THAT, ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

You may opt out of this agreement to arbitrate. If you opt out in accordance with this Section, neither you nor Ziff Davis can require the other to participate in an arbitration proceeding. To opt out, you must notify Ziff Davis in writing within thirty (30) days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

*Ziff Davis, LLC*

*ATTN: LEGAL: Arbitration Opt Out*

*114 5th Avenue 15th Floor*

*New York, New York 10011*

You must include your name and residence address, the email address, if any, you use for your respective Ziff Davis account, and a clear statement that you want to opt out of this arbitration agreement.

* Limitation Period for Claims.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our sites or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

* Miscellaneous

We may be required by international, state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through e-mail. Subject to the arbitration provision above and for all purposes of this Agreement, this Agreement shall be construed in accordance with the laws of the State of New York, without reference to principles of choice of law. You and Ziff Davis each irrevocably consent to the personal jurisdiction of the federal or state courts located in New York, New York, the Borough of Manhattan (the “Courts”) with respect to any action, suit or proceeding arising out of or related to this Agreement or to the Services (including without limitation any Content) and waive any objection to venue in any of the Courts for such an action, suit or proceeding (whether based on forum non conveniens or otherwise); additionally, you agree that you will not bring any such action, suit or proceeding in any court other than the Courts.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Services, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, (i) such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (ii) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (iii) such decision shall not affect the validity, legality or enforceability of such provision under other circumstances.

* New Jersey Residents.

If, and to the extent that New Jersey law applies, with respect to residents of New Jersey, the terms in Sections 6 (insofar as any claims may arise from, or relate to, consumer protection or fraud and/or misrepresentation, or result in attorney’s fees), 9 and 14 do not limit any rights you may have as a consumer under New Jersey law and are intended to be only as broad and inclusive as permitted by the laws of the state of your residence. Subject to the foregoing, Ziff Davis, third party content providers, and their respective agents reserve all rights, defenses, and permissible limitations under New Jersey law. Nothing in this Section shall modify the binding arbitration clause and waiver for class action and jury trial in Section 13.

* Australia Residents.

Nothing in these Terms (including in Sections 6, 9 and 14) limits, excludes or modifies any rights you may have under any law, including under the Australian Consumer Law (the “ACL”) and consumer guarantees under the ACL, which may not be limited, excluded or modified by agreement (including where such exclusion, restriction or modification would be illegal or void under such law).

* Privacy Policy.

The Ziff Davis Privacy Policy will be made available on the property from which you accessed these Terms. Such Privacy Policy is incorporated by reference into these Terms.