# **Terms of Use**

Last updated September 10th ,2022

Thanks for posting your deal(s) on Dealzook. We are disrupting the deal business. In order to participate and post your deals, you must agree to these Terms of Use (“Terms of Use”).

These Terms of Use apply to any business who posts a deal, or agrees to have their deal posted, or posts through an agent on Dealzook.

By accessing or otherwise interacting with our websites, mobile app ("App"), or any you agree to these Terms of Use. (last updated August 16, 2019). You acknowledge and agree Dealzook is a private site. Inc. If you are accessing or using Dealzook on behalf of a business, you represent and warrant to Dealzook that you have authority to accept the Terms of Use on behalf of that business and that that business agrees to the Terms of Use. If you do not agree to the Terms of Use, you are not authorized to use Dealzook or download the App. We may modify the Terms of Use at any time at our sole discretion. You are responsible for periodically checking for changes and are bound by them if you continue to use Dealzook.

If you agree to the Terms of Use you must be of sufficient age, 18 years old, and have the capacity to use Dealzook and be bound by the Terms of Use, or (2) use Dealzook on behalf of a business, thereby binding that business to the Terms of Use, we grant you a limited, revocable, non-exclusive, non-assignable license to use Dealzook in compliance with the Terms and conditions; unlicensed use is unauthorized. You agree not to display, "frame," make derivative works, distribute, license, or sell, content from Dealzook, excluding postings you create. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, display, distribute, and make derivative works from content you post.

Unless licensed by us in a separate written or electronic agreement, you agree not to use or provide software (except our App and general purpose web browsers and email clients) or services that interact or interoperate with Dealzook, e.g. for downloading, uploading, creating/accessing/using an account, posting, flagging, emailing, searching, or mobile use. You agree not to copy/collect Dealzook content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand). Misleading, unsolicited, and/or unlawful postings/communications/accounts are prohibited, as is buying or selling accounts. You agree not to post content that is prohibited by any of Dealzook's policies or rules referenced above ("Prohibited Content"). You agree not to abuse Dealzook's flagging or reporting processes. You agree not to collect Dealzook user information or interfere with Dealzook. You agree we may moderate Dealzook access/use in our sole discretion, e.g., by blocking, filtering, re-categorizing, re-ranking, deleting, delaying, holding, omitting, verifying, or terminating your access/license/account. You agree (1) not to bypass said moderation, (2) we are not liable for moderating or not moderating, and (3) nothing we say or do waives our right to moderate, or not. Unless licensed by us in a separate written or electronic agreement, you agree not to (i) rent, lease, sell, publish, distribute, license, sublicense, assign, transfer, or otherwise make available Dealzook or our application programming interface ("API"), (ii) copy, adapt, create derivative works of, decompile, reverse engineer, translate, localize, port or modify the App, the API, any website code, or any software used to provide Dealzook, combine or integrate Dealzook or the API with any software, technology, services, or materials not authorized by us, (iv) circumvent any functionality that controls access to or otherwise protects Dealzook or the API, or (v) remove or alter any copyright, trademark or other proprietary rights notices. You agree not to use Dealzook or the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

LIQUIDATED DAMAGES. You further agree that if you violate the Terms and conditions, or you encourage, support, benefit from, or induce others to do so, you will be jointly and severally liable to us for liquidated damages as follows for: (A) collecting/harvesting Dealzook users' information, including personal or identifying information - $1 per violation; (B) publishing/misusing personal or identifying information of a third party in connection with your use of Dealzook without that party's express written consent - $1,000 per violation; (C) misrepresenting your identity or affiliation to anyone in connection with your use of Dealzook - $1,000 per violation; (D) posting or attempting to post Prohibited Content - $4 per violation; (E) posting or attempting to post Prohibited Content in any paid section of Dealzook - the price per post applicable to that section of ; (F) sending an unauthorized/unsolicited email to an email address obtained from Dealzook - $25 per violation; (G) using Dealzook user information to make/send an unauthorized/unsolicited text message, call, or communication to a Dealzook user - $500 per text/call/communication; (H) creating a misleading or unlawful Dealzook account or buying/selling a Dealzook account - $4 per violation; (I) abusing or attempting to abuse Dealzook's flagging or reporting processes - $1 per violation; (J) distributing any software to facilitate violations of the USE Section - $1,000 per violation; (K) aggregating, displaying, framing, copying, duplicating, reproducing, making derivative works from, distributing, licensing, selling, or exploiting Dealzook content for any purpose without our express written consent - $3,000 for each day you engage in such violations; (L) requesting, viewing, or accessing more than 1,000 pages of Dealzook in any 24-hour period - $0.25 per page during the 24 hour period after the first 1,000 pages; (M) bypassing or attempting to bypass our moderation efforts - $4 per violation. You agree that these amounts are (1) a reasonable estimate of our damages (as actual damages are often difficult to calculate), (2) not a penalty, and (3) not otherwise limiting on our ability to recover under any legal theory or claim, including statutory damages and other equitable relief (e.g., for spam, we can elect between the above liquidated damages or statutory damages under the anti-spam statute). You further agree that repeated violations of the USE section will irreparably harm and entitle us to injunctive or equitable relief, in addition to monetary damages.

FEES. When you make a paid HOT DEAL posting , you authorize us to charge your account. Any tax is additional. Fees are non-refundable, even for posts we remove, delay, omit, re-categorize, re-rank, or otherwise moderate. We may refuse any posting.

DISCLAIMER & LIABILITY. To the full extent permitted by law, Dealzook, and its officers, directors, employees, agents, licensors, affiliates, and successors in interest ("Dealzook Entities") (1) make no promises, warranties, or representations as to Dealzook, including its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) provide Dealzook on an "AS IS" and "AS AVAILABLE" basis and any risk of using Dealzook is assumed by you; (3) disclaim all warranties, express or implied, including as to accuracy, merchantability, fitness for a particular purpose, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice; and (4) disclaim any liability or responsibility for acts, omissions, or conduct of you or any party in connection with Dealzook. Dealzook Entities are NOT liable for any direct, indirect, consequential, incidental, special, punitive, or other losses, including lost profits, revenues, data, goodwill, etc., arising from or related to Dealzook, and in no event shall such liability exceed $100 or the amount you paid us in the year preceding such loss. Some jurisdictions restrict or alter these disclaimers and limits, so some may not apply to you.

Any claim, cause of action, demand, or dispute arising from or related to Dealzook ("Claims") will be governed by the internal laws of California, without regard to conflict of law provisions, except to the extent governed by US federal law. Any Claims will be exclusively resolved by courts in San Francisco, CA (except we may seek preliminary or injunctive relief anywhere). You agree to (1) submit to the personal jurisdiction of courts in San Francisco, CA; (2) indemnify and hold Dealzook Entities harmless from any Claims, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of Dealzook; and (3) be liable and responsible for any Claims we may have against your officers, directors, employees, agents, affiliates, or any other party, directly or indirectly, paid, directed or controlled by you, or acting for your benefit.

TRADEMARKS. "Dealzook" and its logo are registered trademarks with the U.S. Patent and Trademark Office.

MISC. Unless you have entered into a separate written or electronic agreement with us that expressly references the Terms and conditions, this is the exclusive and entire agreement between us and you, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. Users complying with prior written licenses may access Dealzook thereby until authorization is terminated. Our actions or silence toward you or anyone else does not waive, modify, or limit the Terms and conditions or our ability to enforce it. The USE, LIQUIDATED DAMAGES, and CLAIMS & INDEMNITY sections survive termination of the Terms and conditions, and you will remain bound by those sections. If a Terms and conditions term is unenforceable, it shall be limited to the least extent possible and supplemented with a valid provision that best embodies the intent of the parties. The English version of the Terms and conditions controls over any translations.

PRIVACY POLICY

**This policy details how data about you is used when you access our websites and apps. If we update it, we will revise the date, place notices on Dealzook. 1. Protecting your privacy**

* **We take precautions to prevent unauthorized access to or misuse of data about you.**
* **We do not share your data with third parties for marketing purposes.**
* **We do not engage in cross-marketing or link-referral programs.**
* **Please review privacy policies of any third party sites linked to from Dealzook.**
* **We do not respond to and us "Do Not Track" signals.**

#### **2. Data we collect**

**Below is a list of all the types of data we collect, where we got it, why we collect it and the categories of third parties to whom we share it. We do not sell your data to third parties.**

| **Data type** | **Where we got it** | **Why collected** | **disclosed to** |
| --- | --- | --- | --- |
| **First and last name** | **User entry** | **Facilitating transactions and personalizing your use of Dealzook** | **Payment processors** |
| **Email address** | **User entry** | **Account creation, user-to-user and Dealzook-to-user communications and combatting fraud/abuse** | **No one** |
| **Phone number** | **User entry** | **User-to-user communications, combatting fraud/abuse, personalizing your use of Dealzook. Text messaging.** | **Payment processors and phone verification service providers** |
| **Mailing or street address** | **User entry** | **Account and post creation, Dealzook communicating with corporate users, facilitating transactions and personalizing your use of Dealzook.** | **Payment processors,** |
| **Credit card data** | **User entry** | **Facilitating your transactions** | **Payment processors** |
| **Geographic location (latitude and longitude)** | **User entry, IP/geolocation providers** | **Personalizing your use of Dealzook and combatting fraud/abuse** | **No one** |
| **Photos and other data you voluntarily provide, post on or send via Dealzook** | **User entry** | **Facilitating and personalizing your use of Dealzook** | **No one** |
| **Saved searches, account preferences, favorite/hidden postings** | **User entry** | **Facilitating and personalizing your use of Dealzook** | **No one** |
| **HTTP browser cookie** | **User's browser, Dealzook web server** | **Facilitating and personalizing your use of Dealzook and combatting fraud/abuse** | **No one** |
| **Information about your device and browser such as device ID, browser version, operating system, plugins** | **User's browser, mobile app** | **Facilitating and personalizing your use of Dealzook and combatting fraud/abuse** | **No one** |
| **Information collected for the purpose of creating deals that go public on Dealzook. Includes Business Name, Address, Phone, Website, URL, and Deal Details.** | **Business Entry** | **Facilitating the creation of a deal for Dealzook users.** | **Public but not shared to 3rd parties outside of being listed on Dealzook listings.** |
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**Terms of Use**

**Last Updated 09/08/2020**

These Terms of Service (the “Terms) govern your use of the websites, software applications, and other online services (collectively, “Services”) provided by Dealzook Inc. (“Dealzook” or “we”). The Services include, but are not limited to, the website located at dealzook.com, the Dealzook mobile application and the Dealzook browser extension, as well as any other online property that links to these Terms.

By using the Services, you are agreeing to these Terms.. These Terms are a binding agreement between you and Dealzook.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP USING THE SITE AND DO NOT USE ANY DEALZOOK SERVICE.

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

Changes

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

Accounts

In order to use certain Services, you will need to create an account. All the information you provide when you create your account must be true, accurate, current and complete. You are responsible for all activity in your account, so please secure and protect your login information and password. e UK or countries in the European Economic Area.

Offers

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

Dealzook has relationships with certain Sellers, and we may get paid by brands or deals, including for promoted items. Dealzook is not a party to, or in any way responsible for, your interactions with a Seller, including when we have an affiliate relationship with the Seller. We are not responsible for fulfilling Offers or for the products and services in an Offer. More information about how we work with our affiliate partners and other Sellers can be found here: sales.slickdeals.net

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

Your Content

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

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

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

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

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

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

Community Standards

In addition to your other responsibilities under these Terms, including our [Acceptable Use Policy](https://slickdeals.net/corp/acceptable-use.html), you must comply with the following:

* Do not use the Services, including our site, app or extension, if you are under age 16.
* You may only open one account.
* You must abide by all applicable laws, refrain from violating any third-party rights and comply with any applicable third-party terms and agreements in connection with your use of the Services.
* You must comply with all policies posted on the Services.
* Do not transfer your Dealzook account to another person without our written consent.
* Accounts that have been terminated for failing to comply with these Terms may not be reopened under another name.
* You must provide accurate and honest information to us at all times, including in your User Content.
* Your Offers may only include products or services that fall within the categories shown on the Services.
* Do not reproduce, distribute, modify, prepare derivative works of, translate, reverse engineer, reverse compile or disassemble the Services or any portion of the Services.
* Do not derive the source code of the Services for any reason.
* Do not rent, sell or sublicense any of the Services.
* Do not damage, interfere with, disrupt or unreasonably overload the Services.
* Do not post deals where you are the seller or manufacturer of the product or service offered in the deal. Please feel free to reach out to our Business Development (sales.slickdeals.net) team to learn more about how to surface great deals to our users.

Our Content and Proprietary Rights

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

Infringement

We respect intellectual property rights, and expect our users to do the same. If you believe that your intellectual property rights have been violated, please inform us by following the instructions found here: <https://slickdeals.net/corp/legal-copyright.html>.

Suspension and Termination

We may suspend or terminate your account for any reason or no reason. Possible reasons for suspending or terminating an account include if you violate the Terms, cause liability to us or other users of the Services or do not use your account.

Additional Terms for the Dealzook App

This section contains additional terms that apply to users of the Dealzook mobile application downloaded from Apple Inc.’s (“Apple”) App Store (the “Dealzook iOS App”):

* These Terms are between you and Dealzook only, and not with Apple, and Apple is not responsible for the Dealzook App or your User Content.
* Apple has no obligation to provide any maintenance or support services with respect to the Dealzook App. Apple is not responsible for addressing any claims by you or any third party relating to the Dealzook App.
* In the event of any third-party claim that the Dealzook App or your possession and use of the Dealzook App infringes that third party’s intellectual-property rights, Apple will not be responsible for the investigation, defense, settlement or discharge of any such intellectual-property infringement claim.
* Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

Contact Information

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

You can contact us at:

Dealzook Inc.

192 Park Sharon Dr. San Jose CA 95136

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

Unsolicited Ideas

We do not accept or consider, directly or through any Dealzook employee or agent, unsolicited ideas of any kind, including, without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans, or other promotions. Do not send us (or any of our employees) any unsolicited ideas, suggestions, material, images, or other work in any form ( “Unsolicited Materials” ). If you send us Unsolicited Materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

* Dealzook has no obligation to review any Unsolicited Materials, nor to keep any Unsolicited Materials confidential; and
* Dealzook will own, and may use and redistribute, Unsolicited Materials for any purpose without restriction and free of any obligation to acknowledge or compensate you.

Indemnity

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

DISCLAIMERS

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

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

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

The Services and User Content contain links to third-party websites, apps and other online properties that are not owned or controlled by Dealzook. For example, if you click on the link in an Offer, you are visiting a third party site and interacting directly with that third party. We do not endorse or assume any responsibility for any such third parties or third-party properties. If you access a third–party website, app or other property, you do so at your own risk and you agree that Dealzook will have no liability arising from your use of any such properties.

Please note that some jurisdictions do not allow disclaimers of certain warranties or exclusions, so some or all of these disclaimers and exclusions may not apply to you.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Covered Entities shall not be liable for any direct, consequential, incidental, indirect, special, punitive or other damages (including but not limited to lost profits, business interruption or loss of business information) arising out of or related to these Terms, the Services, any User Content or the use of or inability to use the Services, even if we have been advised of the possibility of such damages. If the foregoing limitation is not legally enforceable, the maximum liability of all Covered Entities collectively, for all actions arising out of or related to these Terms, the Privacy Policy, and the Services is $5.00. Some jurisdictions do not allow limits of liability for some types of damages, so all or part of this limitation may not apply to you.

Governing Law and Dispute Resolution

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

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

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

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

Miscellaneous

* These Terms incorporate any policy that is posted on the Services, including our Acceptable Use Policy and our Terms and Conditions for Dealzook Giveaways, Promotions and Offers.
* We will be entitled to recover all costs, including attorneys’ fees, that we incur in order to enforce these Terms.
* Any notices required or permitted by these Terms (other than legal process) may be given by email with the proviso that we will email your account address and you will email us at legal@slickdeals.net. Email notices will be deemed effective 24 hours after the time of sending. Mailed notices will be deemed effective three calendar days after the date of mailing.
* You are responsible for being informed about and complying with all laws, rules and regulations that apply to your use of the Services.
* You cannot assign your rights under these Terms without our written agreement. We can assign our rights and obligations to any entity or entities that agree to be bound by these Terms.
* You represent and warrant that (1) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a “terrorist supporting” country; and (2) you are not listed on any US government list of prohibited or restricted parties.
* The Terms (including all policies incorporated by reference) are the entire agreement between you and Dealzook. They replace any other agreement between us on this subject. If any provision of these Terms is deemed invalid, then that provision will be revised, limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. No waiver will be effective unless it is described in an explicit writing and signed by Dealzook.
* If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.