

## **TERMS OF USE AND SERVICES AGREEMENT**

(Effective as of November 2015)

**IMPORTANT** – THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced herein with “you” or with “your”) AND NATIONAL RETAIL FEDERATION (referenced herein as “NRF”). YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF USE AND SERVICES AGREEMENT (the or this “Agreement”) BECAUSE THEY GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE(S) LOCATED AT [HTTP://SUMMIT15.SHOP.ORG/](http://SUMMIT15.SHOP.ORG/), [HTTP://BIGSHOW16.NRF.COM](http://BIGSHOW16.NRF.COM), AND [HTTP://NRFPROTECT16.NRF.COM](http://NRFPROTECT16.NRF.COM), THE NRF MOBILE APPLICATIONS FOR THE SHOP.ORG DIGITAL SUMMIT, NRF ANNUAL CONVENTION AND EXPO, AND NRF PROTECT EVENTS (INDIVIDUALLY, AN “EVENT;” COLLECTIVELY, “EVENTS”); ANY ASSOCIATED NRF CONTROLLED SOCIAL MEDIA PAGES; AND ALL OTHER NRF INFORMATION, SERVICES, SOFTWARE FUNCTIONALITY, AND/OR MATERIALS LOCATED THEREON OR AVAILALBLE THEREFROM (collectively referenced herein as the “Properties”). NRF IS WILLING TO LICENSE TO YOU THE RIGHT TO USE THE PROPERTIES ONLY ON THE CONDITION THAT YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO USE THE PROPERTIES AND YOU ARE INSTRUCTED TO STOP USE OF THE PROPERTIES.

1. **LICENSE GRANT.** Subject to your continued compliance with the express terms and conditions of this Agreement, NRF provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Properties on your mobile device or other internet compatible device, and make single copies or prints of the content available therefrom for your personal use only in connection with your participation or attendance at the Event(s). The content layout, formatting, and features of and access privileges for the Properties shall be as specified by NRF in its sole discretion. You also acknowledge and agree to the following: (i) NRF has the right to control and direct the means, manner, and method by which the Properties are provided; (ii) NRF may, from time to time engage independent contractors, consultants, or subcontractors to aid NRF in providing the Properties or use thereof; and (iii) NRF has the right to provide the Properties to others.
2. **RESTRICTIONS.** All rights not expressly granted under this Agreement are hereby reserved. You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Properties, or any portion of the Properties without NRF’s prior written consent. Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Properties or in any way reproduce or circumvent the navigational structure or presentation of the Properties to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Properties, (b) attempt to gain unauthorized access to any portion or feature of the Properties or any other systems or networks connected to the Properties or to any NRF server or to any of the services offered on or through the Properties, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the Properties or any network connected to the Properties, nor breach the security or authentication measures on the Properties or any network connected to the Properties, (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Properties, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Properties or NRF's systems or networks or any systems or networks connected to the Properties, (f) use any device, software, or routine to interfere with the proper working of the Properties or any transaction conducted on the Properties, or with any other person's use of the Properties, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to NRF on or through the Properties, or (h) use the Properties in an unlawful manner.
3. **USER OBLIGATIONS.** You agree to abide by all applicable local, state, national laws and regulations

with respect to your use of the Properties. By downloading, accessing, or using the Properties, you also represent and warrant that (a) you will at all times provide true, accurate, current, and complete information when submitting information to NRF through the Properties; (b) you will at all times comply with the terms and conditions of this Agreement; (c) you have all necessary rights to make available any Submission (as defined below); and (d) that none of your Submissions (as defined below) will violate any right(s) of a third party including, without limitation, any privacy, publicity, intellectual property, confidentiality and/or employment right. Any breach of the foregoing representations and warranties entitles NRF to immediately terminate this Agreement and/or seek any and all remedies available at law or equity. You also acknowledge and agree that use of the Internet and access to the Properties are solely at your own risk. While NRF has endeavored to offer secure and reliable Properties, you should understand that the confidentiality of any communication or material transmitted to/from the Properties over the Internet or other form of global communication network cannot be guaranteed. Moreover, certain information provided by or through the Properties originates from other users of the Properties. Such information is subject to change and may be inaccurate, incomplete or outdated. Accordingly, NRF is not responsible for the accuracy, reliability, or security of any information transmitted to or from the Properties or by other users. You must make your own determination as to such issues.

4. **ACCOUNT REGISTRATION AND USER NAME HANDLING POLICY:** Certain sections of the Properties may require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform NRF of any changes to that information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. Registration for access to and use of the Properties may also require access credentials, such as a user name and a password, or adherence to other particular access requirements as designated by NRF in its sole discretion from time to time. You hereby agree to consider your access credentials, such as a user name and password, as confidential information and not to disclose such information to any third party without the prior express written consent of NRF, which may be withheld in its sole discretion. You shall immediately notify NRF if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and password. NRF will not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with these obligations.
5. **MOBILE SERVICES.** The Properties will offer various tools and/or services that are available to you via your mobile phone or other mobile device including the use of messages on your wireless device via short message service ("SMS Service") (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Properties and its related Mobile Services shall be strictly in accordance with this Agreement.
6. **LOCATION-BASED SERVICES.** Some features of the Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the Properties are used, installed and activated. These features cannot be provided without utilizing this technology. Please see our Privacy Policy (further described below) found at <https://nrf.com/privacy-policy> for more details on our collection and use of such location-based information.
7. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the Properties in accordance with the terms of this Agreement. Accordingly, you hereby agree that NRF transfers no ownership or intellectual property interest or title in and to the Properties or any NRF intellectual property to you or anyone else in connection with your use of the Properties. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Properties (except for Submissions) are exclusively owned, controlled, and/or licensed by NRF or its licensors. NRF, the NRF logo, NRF PROTECT, SHOP.ORG, and all other marks identifying NRF's products, events, programs, or solutions are proprietary trademarks of the National Retail Federation, and any use of such marks, including, without limitation, as domain names, account identifiers,

or in connection with any search engine optimization practice(s), without the prior express written permission of NRF is hereby strictly prohibited.

8. **PRIVACY POLICY.** Access to the Properties will require the submission of certain personally identifiable information. Please review NRF's Privacy Policy found at <https://nrf.com/privacy-policy> for a summary of NRF's practices related to the collection and use of personally identifiable information.
9. **LINKS TO OTHER SITES AND THIRD PARTY CONTENT.** NRF may in its sole discretion feature and/or post notices/advertisements of third parties on the Properties and/or links to certain websites or online social networks (or pages) owned and controlled by third parties (collectively, "Third Party Sites"). These Third Party Sites have not necessarily been reviewed by NRF and are owned, controlled and/or maintained solely by third parties over whom NRF exercises no control. In addition, NRF may in its sole discretion provide third party content on the Properties through social media networks (or pages) owned and controlled by third parties ("Third Party Content"). Such Third Party Content has not necessarily been reviewed by NRF and is created, edited, published, maintained and transmitted by third parties over whom NRF has no control. Your correspondence or any other dealings with third parties found on the Properties are solely between you and such third party. Accordingly, NRF hereby expressly disclaims and shall not have any liability or responsibility for (a) any Third Party Content appearing on the Properties, or (b) the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on Third Party Sites accessible through links on the Properties. Moreover, the Third Party Sites and Third Party Content do not imply an endorsement with respect to any third party, any content, any website, network, or page, or the products or services provided by any third party.
10. **DISCLAIMER.** THE PROPERTIES ARE PROVIDED ON AN "AS-IS" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. NRF MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTIES FOR ANY PURPOSE, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. NRF ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PROPERTIES WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS AND/OR NEEDS. THEREFORE, YOU ASSUME THE ENTIRE RISK REGARDING THE QUALITY AND/OR PERFORMANCE OF THE PROPERTIES.
11. **LIMITATION OF LIABILITY.** You expressly absolve and release NRF from any claim of harm resulting from a cause beyond NRF's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NRF BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PROPERTIES, ANY COMMUNICATIONS OR INTERACTIONS WITH THIRD PARTIES MADE BY YOUR UTILIZING THE PROPERTIES, WITH THE DELAY OR INABILITY TO USE THE PROPERTIES, OR FOR ANY INFORMATION, SOFTWARE FUNCTIONALITY, AND MATERIALS AVAILABLE THROUGH THE PROPERTIES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF NRF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF NRF FOR ANY REASON WHATSOEVER RELATED TO USE OF THESE PROPERTIES SHALL NOT EXCEED \$500 (US).
12. **SUBMISSIONS.** Any posting (collectively, "Submissions") by you through the Properties that is received by NRF will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable and non-exclusive right and license for NRF to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on any such Submission, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

13. **CONTENT OF YOUR SUBMISSIONS.** You also acknowledge that your Submissions to social media or other publicly available messaging areas are non-confidential for all purposes, and you represent that you have all rights and permission necessary to submit, display, or make available any content in your Submission. Moreover, you agree that by using the Properties you will not post or transmit any of the following materials on the Properties:

- anything, which interferes with or disrupts the Properties;
- anything, which is contrary to the interests of NRF;
- anything, which may damage, lessen, or harm the goodwill or reputation of NRF and its services;
- anything, which defames, harasses, threatens, offends, or in any way violates or infringes on the rights of others;
- anything, which violates any law or encourages anti-competitive behavior;
- anything, which involves the impersonation of any other person or entity;
- anything, which is inaccurate, off-topic, irrelevant, or inappropriate for the purposes of the Properties; and
- anything, which constitutes junk mail, spam, or unauthorized advertising.

Please also use netiquette. Please be succinct and on-topic. Please remember to respect others and their opinions.

14. **NO PRE-SCREENING OF SUBMISSIONS.** NRF is not responsible for screening, policing, editing, or monitoring your or another user's Submissions and encourages all of its users to use reasonable discretion and caution in evaluating or reviewing any Submission. Moreover, and except as provided below with respect to NRF's right and ability to delete or remove a Submission (or any part thereof), NRF does not endorse, oppose, or edit any opinion or information provided by you or another user and does not make any representation with respect to, nor does it endorse the accuracy, acceptability, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by you or any other user. Nevertheless, NRF reserves the right to monitor, delete, or take other action with respect to Submissions (or parts thereof) that NRF believes in good faith violate this Agreement and/or are, or are potentially, unlawful or harmful to NRF, its services, or goodwill.

15. **ENFORCEMENT.** You acknowledge that any breach, threatened or actual, of this Agreement, including, without limitation, violations or infringement of NRF's intellectual property or proprietary rights, may cause irreparable injury to NRF, whereby such injury would not be quantifiable in monetary damages, and NRF would not have an adequate remedy at law. In the event of such injury or potential for such injury, you therefore hereby agree that NRF shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement.

16. **SECURITY.** Any actual or attempted use of the Properties by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. NRF reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Properties ("User Information") without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Properties. NRF may share any User Information we obtain from you with any law enforcement organization in connection with any investigation or prosecution of possible criminal or unlawful activity. NRF will also disclose User Information as required by any court order and/or subpoena. In addition, NRF hereby reserves the right in its sole direction to at any time and without notice modify, suspend, terminate, and/or interrupt operation of or access to the Properties, or any portion thereof, in order to protect the Properties, NRF intellectual property, NRF, or the business interests of NRF and/or its members and affiliates.

17. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced in accordance with the laws of the District of Columbia as applied to agreements entered into and completely performed in the District of Columbia. You agree to the personal jurisdiction by and venue in the District of Columbia and waive any objection to such jurisdiction or venue. Any claim you might have against NRF must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In any legal proceeding brought by NRF, NRF shall have the right to seek and be awarded all

reasonable attorneys' fees and costs in addition to any other relief, at law or in equity, to which NRF may be entitled. NRF makes no representation that the Properties are appropriate or available for use in other locations, and access to the Properties from states, territories, or nations where any aspect of the Properties are illegal is prohibited. You access the Properties on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Properties.

18. **TERM AND TERMINATION.** This Agreement will take effect at the time you click "LACCEPT," download the Properties or begin using the Properties, whichever is earliest. This Agreement will terminate automatically if (i) you fail to comply with its terms and conditions; or (ii) cease all use of the Properties. Termination will be effective without prior notice. In addition, NRF may in its sole discretion terminate this Agreement upon notice to you for any or no reason. Upon termination of this Agreement, any and all right(s) to use the Properties shall immediately cease and you must promptly return to NRF (at the address listed below) all tangible embodiments of the Properties in your possession or control. Accordingly, upon termination, please delete the mobile application provided by NRF from any mobile or computing device(s). Sections 2-4, 7, and 10 - 20 will survive the termination of this Agreement.
19. **WAIVER & SEVERABILITY.** NRF's failure to insist on upon strict performance of any of the terms and conditions of this Agreement by you will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision(s) that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.
20. **MISCELLANEOUS.** You hereby agree that (a) this Agreement operates in addition to any terms or conditions imposed or required by Apple Inc. or any other digital download platform from which you download the Properties ("App Provider Terms"); and (b) the terms of this Agreement supplement and do not alter or amend any such App Provider Terms. No joint venture, partnership, employment, or agency relationship exists between you and NRF as a result of this Agreement or your utilization of the Properties. Headings are for convenience only. This Agreement and NRF's Privacy Policy found at <https://nrf.com/privacy-policy> represent the entire agreement between you and NRF with respect to use of the Properties, and hereby supersede all prior and/or contemporaneous communications and proposals, whether electronic, oral, or written between you and NRF. You may not assign or transfer any rights under this Agreement without the prior express written consent of NRF, which may be withheld in NRF's sole discretion. NRF may update these terms and conditions at any time by posting a revised version of this Agreement, and may do so without advance notice to you. Accordingly, please review the terms and conditions found at this location on a periodic basis. Each time you access the Properties, you agree to be bound by this Agreement in effect at the time you access the Properties. If you do not agree to the revised terms, do not use the Properties. By accessing or otherwise using the Properties, you acknowledge that you have read, understood, and agree to be bound by this Agreement.