

1. GENERAL

Welcome to iTapnShop and its affiliated website-iTapnShop.com (the “Website”—and associated mobile application (the “Mobile Application”)— (collectively, "iTapnShop," "We," "Us," or "Our"). iTapnShop offers a Web Management Application, Mobile Application, global UPC database and personal shopping database, (collectively, the "Services"). The Services are made available to you by Faberworks, Inc. (“Faberworks”) subject to these terms and conditions, including those set forth in the iTapnShop Privacy Policy. By accessing, using or downloading any of the Services, you agree to follow and be bound by these Terms and Conditions of Use (the “Terms”), which may be updated by Faberworks from time to time without notice to you. You can review the most current version of the Terms at any time at <http://www.itapnshop.com/terms>. Faberworks and its third party providers may make improvements and/or changes in the Services or any prices described at any time without notice. Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages at the Websites.

FABERWORKS RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SERVICES OR ANY PORTION THEREOF WITH OR WITHOUT NOTICE. YOU AGREE THAT FABERWORKS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SERVICES OR ANY PORTION THEREOF.

If you do not agree with the Terms, please do not use the Services. BY CONTINUING TO USE THE SERVICES, YOU ARE INDICATING YOUR

AGREEMENT TO THE TERMS AND ALL REVISIONS THEREOF.

2. PRIVACY POLICY

Faberworks Privacy Policy is hereby incorporated into the Terms by reference. Please review the Privacy Policy carefully for disclosures relating to Faberworks security protocols and its collection, use, and disclosure of your personal information.

3. MODIFICATION OF THE TERMS AND CONDITIONS OF USE

Faberworks reserves the right, at its discretion, to change, modify, add, or remove portions of the Terms at any time. By your agreement to the Terms and use of the Services, you obligate yourself to periodically check the Terms and the Privacy Policy for any changes. Your continued use of the Services after the posting of any modifications or changes to the Terms, Privacy Policy or Policies constitutes your binding acceptance of such changes.

4. OWNERSHIP AND PROPRIETARY RIGHTS

The Services are owned and operated by Faberworks. You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any) and any iTapnShop Content (as that term is defined below) offered as part of the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Faberworks or applicable third party service providers or

advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or any Content offered as part of the Services (other than User Content as that term is defined below), in whole or in part.

Faberworks grants you a personal, non-transferable and non-exclusive right and license to access and use the Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services. You agree not to access the Services by any means other than through the interface that is provided by Faberworks for use in accessing the Services.

5. ACCOUNT INFORMATION

To use the Services, you must create a iTapnShop account (“Account”). You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Account creation/registration form ("User Data") and (b) maintain and promptly update the User Data to keep it accurate and current. You agree that Faberworks may use your User Data to provide the Services. If you provide any information that is inaccurate or not current, or Faberworks has reasonable grounds to suspect that such information is inaccurate or not current, Faberworks has the right to suspend or terminate your Account and refuse any and all current or future use of the Services. In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Services under the laws of

any applicable jurisdiction.

6. PASSWORD

When you create an Account, you will be asked to provide a password. Because you will be responsible for all activities that generate from your Account, and you can only access your account upon the transmission of your password, you should keep your password strictly confidential at all times. We endeavor to use reasonable security measures to protect against unauthorized access to your Account. We cannot, however, guarantee absolute security of your Account, your User Content or the personal information or location information you provide, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Services or its contents. You agree to immediately notify Faberworks of any unauthorized use of your Account or password, or any other breach of security, and to accept all risks of unauthorized access to the User Data and any other information you provide to Faberworks. Faberworks reserves the right to suspend your Account and/or require that you alter your password if we believe for any reason that your password is no longer secure. **YOU MAY NOT SHARE YOUR ITAPNSHOP ACCOUNT PASSWORD WITH ANY OTHER PERSON FOR ANY REASON.**

7. PAYMENT TERMS AND CANCELATIONS

You agree to pay any fees due for and incurred by your use of any Services that require payment such as Web Management ("Paid Services") via the web site itapnshop.com. If you choose to use Paid Services, you

the payment method made available by Faberworks ("Payment Method"). You agree to pay all fees and other charges incurred in connection with your Account. Further, Faberworks reserves the right to terminate your access to a Paid Service on account of your nonpayment of associated charges.

If you want to discontinue a Paid Service, then you can cancel that Paid Service by not making any payments through the Payment Method. Discontinuation of payments constitutes the cancellation of the Paid Service. The cancellation of a Paid Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Services through the remainder of such billing cycle. No refunds or credits will be provided by Faberworks upon cancellation. .

You may elect to pay Web Management fees on a monthly or annual basis. All such Web Management fees are payable in advance. Web Management fees must be paid manually via the Payment Method made available on the website at the start of the monthly or annual period, as applicable, and will not auto-renew at the end of the period. The renewal Premium Membership fees will be the same as the initial charges unless you are otherwise notified in advance. Faberworks reserves the right to increase Web Management fees or to institute new fees at any time upon reasonable notice posted in advance on Websites.

ALL PURCHASES ARE FINAL AND NO REFUND WILL BE GIVEN FOR UNUSED PORTIONS OF PAID SERVICES.

8. iTapnShop USAGE RULES

Prohibited Conduct & Uses

YOU UNDERSTAND AND HEREBY ACKNOWLEDGE AND AGREE THAT YOU MAY NOT, AND WARRANT THAT YOU WILL NOT:

1. use the Services or any personal information or product information displayed on or within iTapnShop to track, harass, abuse, defame, threaten or defraud other Users, or collect, attempt to collect, or store location information or personal information about other Users;
2. include offensive or pornographic materials on or in your iTapnShop Services or account;
3. use iTapnShop or the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing proprietary rights, data protection and privacy, and import or export control;
4. make unsolicited offers, advertisements, proposals, or send junk mail, to other Users of iTapnShop. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
5. impersonate any person or entity, including but not limited to a iTapnShop representative, or falsely claim an affiliation with any person or entity, or access the iTapnShop Accounts of other Users;
6. share iTapnShop issued passwords or any other means of access to a mobile device while any Service is running and accessible with any third party or encourage any other User(s) to do so;
7. misrepresent the source, identity or Content of information transmitted

via the Services;

8. remove, circumvent, disable, damage or otherwise interfere with: (i) the security-related features of iTapnShop or the Services; (ii) the features of iTapnShop and the Services that prevent or restrict use or copying of any Content accessible through the iTapnShop;
9. intentionally interfere with, or damage operation of iTapnShop or the Services, or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
10. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
11. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
12. attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to iTapnShop, or any part of it, through hacking, password mining, or any other means to interfere with, or attempt to interfere with the proper working of iTapnShop or any of the Services;
13. use any robot, spider, scraper or other automated means to access iTapnShop or the Services for any purpose without Faberworks express written permission or bypass Faberworks robot exclusion headers or other measures we may use to prevent or restrict access

to iTapnShop or the Services or modify iTapnShop or the Services in any manner or form, nor to use modified versions of iTapnShop or the Services, including (without limitation) for the purpose of obtaining unauthorized access to iTapnShop or the Services; or

14. sell or transfer or allow another person to access your Account, passwords or profile.

9. USER CONTENT

By uploading, posting, transmitting, or otherwise making available User Content via the Services You expressly warrant:

- you are solely responsible for the transmission, accuracy, completeness, and publication of that User Content;
- that the User Content neither does nor will infringe or violate the rights of any third party; and
- Faberworks bears no responsibility, legal or otherwise, for that User Content.

Private and Public Information

iTapnShop collects and stores public and private data when using the Services. Public data (“Public Database”) is available to all users of iTapnShop and includes Supplier information and Product Information. All barcode and product name information that is uploaded, posted, entered or otherwise made available will be added to the Public database. A User may make this data Private (“Private Database”) by selecting the Custom option in the mobile application. The Supplier Name, Address and any other information entered for the Supplier will be added to the Public

Database. All other information uploaded, posted, entered or otherwise made available is stored in the Private Database and only available to the User. Account information is protected and kept private to the user only.

Disclosure of User Content

Posting User Content inherently poses the risk of unintended disclosure and access by third parties to said User Content. Faberworks will make reasonable efforts to prevent User Content from disclosure that exceeds your Account Settings, but Faberworks cannot guarantee that Account Settings will completely protect against some User Content from being viewed or accessed by unintended third parties, and Faberworks will not be liable for such chance disclosures.

Deletion of User Content

Upon a your termination of his or her account, he or she may request that Faberworks completely "purge" your Account, including the deletion of any and all User Content you previously submitted. Faberworks will undertake reasonable efforts to ensure that your Account and personal shopping database, is completely purged of your User Content, subject to the limitation that Faberworks may not be able to fully delete all of your User Content, specifically any User Content uploaded to the public database. Faberworks therefore directs that you exercise good judgment when you post User Content.

10. USAGE & REFUSAL OR SUSPENSION OF SERVICE

FABERWORKS RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY ACCOUNTS OR WEB OR MOBILE BASED ACTIVITIES

RELATED TO THE SERVICES, AS WELL AS ANY USER'S USE OF OR ACCESS TO THE INFORMATION AND PROFILES OF OTHER USERS.

You understand that any and all information (other than personal information which are expressly covered and governed by the Privacy Policy), including data, text, files, images, text, sound, photographs, graphics, messages, and all other material that you transmit to, or supply to iTapnShop is referred to as "User Content." User Content, whether publicly posted or privately transmitted, available in connection with the Services is the sole responsibility of the person from whom such User Content originated. This means that you, and not Faberworks, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Services. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Faberworks be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Services.

You acknowledge, consent and agree that Faberworks may access, preserve and disclose your User Data, Payment Method information and other User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Faberworks, its users and the public. Subject to the

foregoing, Faberworks will use reasonable efforts to maintain the confidentiality of your User Data and Payment Method information.

11. MOBILE APPLICATIONS

To use or otherwise access the Mobile Applications, you must have a mobile device that is compatible with iTapnShop and the Mobile Applications. To use the barcode scanning feature your mobile device must have a camera with high enough resolution to read a bar code.

Furthermore, a wireless network or data plan will be required to use the Mobile Application. Faberworks does not warrant that the Mobile Applications will be compatible with your mobile device.

Faberworks does not charge for use of the Mobile Application; however, you may be obligated to pay some fees for use of the Web Management services, provided via the website iTapnShop.com. Further, a wireless carrier's normal messaging, data and other rates and fees will still apply. You should therefore check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using the Mobile Applications may be prohibited or restricted by your carrier, and not all Mobile Applications may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Applications are available for your mobile device, and what restrictions, if any, may be applicable to your use of the Mobile Applications.

User End Licenses

Faberworks hereby grants you a non-exclusive, non-transferable, revocable license to use the Mobile Applications as follows:

- to employ the Mobile Applications with one Account. An Account is comprised of the shared resources accessible by a single login ID on multiple mobile devices owned or leased solely by you or your business.

You may not:

- ● modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law;
- ● rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party;
- ● make any copies of the Mobile Applications;
- ● remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or
- ● delete the copyright and other proprietary rights notices on the Mobile Applications.
- - You acknowledge and agree that Faberworks may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you employ on your mobile device. You expressly consent to such

automatic upgrading on your mobile device, and agree that the Terms (and any additional modifications of the same) will apply to all such upgrades.

With respect to any open source or third-party code that may be incorporated in the Mobile Applications, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

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- **12. DISCLAIMER OF WARRANTIES AND LIABILITY**

- **General**

- THE SERVICES, INCLUDING THE MOBILE APPLICATIONS, AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH MARKEYBUYERPRO ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. FABEROWRKS, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND SUPPLIERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

- FABERWORKS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF

ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SITE WILL BE CORRECTED.

- FABERWORKS AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MOBILE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ITAPNSHOP OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, FABERWORKS, AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PERSONAL INFORMATION OR LOCATION INFORMATION OR THE SERVICES IN TERMS OF SECURITY, SAFETY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT FABERWORKS OR ITS SUPPLIERS OR PARTNERS) ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION RELATED TO THE SERVICES.

- **Miscellaneous Disclaimers**

- Faberworks further disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of any and all information or material provided in connection with, or by the Services, any search results generated by or through the Services, or displayed and/or presented through the Services.

- Faberworks also disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any and all information

or material, including iTapnShop Content and User Content.

- YOU UNDERSTAND AND AGREE THAT WHEN YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA VIA ITAPNSHOP OR THE SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. FABERWORKS DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM TO YOU THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH ITAPNSHOP OR THE SERVICES. .

- CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

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- **13. INDEMNITY**

- You agree to indemnify and hold Faberworks and its subsidiaries, affiliates, officers, employees, agents, partners, licensors, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out: (a) the User Content you submit, post, transmit or otherwise seek to make available through the Services; (b) your use of the Services, (c) your shopping activities which generate the User Content you post or seek to post via the Services, (c) your connection to the Services, (d) your violation of the Terms, (e) your use or misuse of any User's personal information and location information, (f) any violation of the rights of any other person or entity by you. Faberworks reserves the right, at a given User's expense, to assume the exclusive defense and control of any matter for which such

User is required to indemnify Faberworks, and said User agrees to cooperate with Faberworks defense of these claims.

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- **14. LIMITATION OF LIABILITY AND DAMAGES**

- YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL FABERWORKS, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF A USER'S PERSONAL INFORMATION OR LOCATION INFORMATION; (B) YOUR ABILITY OR INABILITY TO USE THE SERVICES; (C) THE SERVICES GENERALLY, INCLUDING THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH ITAPNSHOP OR ANY OTHER USER OF THE SERVICES, EVEN IF FABERWORKS OR A FABERWORKS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON ITAPNSHOP OR THE SERVICES, OR THROUGH THE SERVICES, OR RECEIVED THROUGH ANY LINKS PROVIDED BY ITAPNSHOP, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON ITAPNSHOP OR THE SERVICES, OR RECEIVED

THROUGH ANY LINKS PROVIDED BY ITAPNSHOP OR THE SERVICES.

- THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF ITAPNSHOP OR THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO ITAPNSHOP OR THE SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

- Without limiting the foregoing, under no circumstances shall Faberworks be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

- IN NO EVENT SHALL FABERWORKS, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, OR SUPPLIERS, TOTAL LIABILITY TO YOU

FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR EMPLOYMENT OF THE SERVICES WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, OR OTHERWISE EXCEED THE AMOUNTS PAID BY YOU FOR ACCESSING THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM OR ONE THOUSAND DOLLARS, WHICHEVER IS GREATER.

- YOU FURTHER AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE EXCLUSIONS, AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY IN THEIR ENTIRETY TO YOU, HOWEVER, AGREE THAT FABERWORKS LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

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- **15. TERMINATION**

- You agree that Faberworks may, under certain circumstances and without prior notice, immediately terminate your Account and/or access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements or Guidelines, (b) requests by law enforcement or other

government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your Account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and User Content associated with or inside your Account, and (z) barring of further use of the Services. Further, you agree that all terminations for cause shall be made in Faberworks sole discretion and that Faberworks shall not be liable to you or any third party for any termination of your Account or access to the Site.

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- **16. APPLICABLE LAWS**

- The Services are controlled by Faberworks from its offices within the United States of America. Faberworks makes no representation that User Content or iTapnShop Content or the Services are appropriate or available for use in other locations, and access to them from territories where their content or use is illegal is prohibited. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the iTapnShop Content or User Content in violation of U.S. export laws and regulations. Any action related to iTapnShop, the Services, iTapnShop Content, User Content, or the Terms shall be governed by South Dakota law and controlling U.S. federal law, without regard to conflicts of laws thereof. You hereby consent and submit

to the exclusive jurisdiction and venue in the state and federal courts located in Pennington County, South Dakota for any legal proceedings related to the Site or the Terms. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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- **16. GENERAL**

- You agree that no joint venture, partnership, employment or agency relationship exists between you and Faberworks as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and Faberworks with respect to your use of the Services. The failure of Faberworks to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Faberworks. Faberworks has the right, in its sole discretion, to transfer or

assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. Faberworks notice to you via email, regular mail or notices or links displayed in connection with the Services shall constitute acceptable notice to you under the Terms. Notice will be deemed received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services then it shall be deemed received twenty-four hours after it is first displayed.

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- **17. SUPPORT**

- Faberworks will provide account support ("Support") to a User via the following methods:

- [Email](#)
- Postal Mail: Faberworks Inc, 3213 West Main Street #311, Rapid City, SD 57702

Faberworks strives to respond to Support requests within 48 hours after the request is placed.

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