

Subscription and Purchase Agreement

Gratuiti Inc's Online Subscription Service (GOSS)

Payment Terms

Monthly subscriptions — Subscribing on a monthly basis means that your credit card will be billed automatically, each month, on a recurring basis on the anniversary date of your subscription. If you wish to discontinue your subscription, contact Customer Service at customercare@gratuiti.tips prior to the next month's billing date. Please note that subscriptions are non-refundable.

Annual subscriptions — Your credit card will be charged automatically, each year, on the anniversary date of your subscription. If you wish to discontinue your subscription for the following year, contact Customer Service at customercare@gratuiti.tips prior to the next year's billing date. You may also pay by check for annual subscriptions. Please note that subscriptions are non-refundable. *Annual subscribers are also eligible for special discounts when you subscribe.*

Subscriber Agreement

Gratuiti's functions, facilities, and services related thereto ("Service") is a subscription service that is accessible via a proprietary website operated and maintained by Gratuiti Inc ("The Company"), a corporation, at the following URLs: <http://gratuiti.tips> and <https://mydealpoint.com> (the "Service Website"). The Service consists of multiple subscription services, each of which is described in paragraph 15(a) of this Agreement, and each of which is for use solely by individuals and/or entities who are authorized by the Company to use it. As used in this Subscriber Agreement ("Agreement"), the terms "you," "your" and "Subscriber" refer to the individual, company, organization or other legal entity on whose behalf this Agreement is accepted.

By clicking on the "I ACCEPT" button at the bottom of this Agreement, you are applying to become a paid Subscriber to the particular subscription service(s) that you select ("Subscription") and agree to the respective Payment Term for such Subscription. This Agreement sets forth the terms and conditions on which the Company is willing to permit your use of the Service and your responsibilities as a Subscriber. If your application to become a Subscriber is accepted by the Company, you agree to use the Service in strict accordance with, and to be bound by, all of the terms and conditions contained in this Agreement. If you do not wish to be bound by this Agreement, simply exit this page without clicking the "I ACCEPT" button.

IMPORTANT BILLING INFORMATION : Note that, under paragraph 15(d)(2) below, when you subscribe to any monthly Subscription plan, which requires credit card billing, or to an annual or monthly Subscription plan and elect to pay your fee by credit card, you are agreeing to have your credit card charged according to and agree to the respective terms for the plan you select. Please note that under paragraph 15(d)(7) below there is no proration of your

Subscription charge if you terminate your Subscription before the end of the Subscription period.
PLEASE NOTE THAT ALL SUBSCRIPTIONS ARE NON-REFUNDABLE.

If you are applying for a Subscription under a Multiple License Plan, as described in paragraph 15(d)(1) below, you agree to obtain, for the benefit of the corporation, the consent to the terms and conditions of this Agreement by all Additional Licensees designated by you and to be responsible for the full compliance with the terms and conditions of this Agreement by all such Additional Licensees. Only companies, organizations or other corporate legal entities may be Subscribers under Multiple License Plans, and Additional Licensees under Multiple License Plans must be employees of such entities. This Agreement may be viewed at any time by you and Additional Licensees by contacting the company. If you are an Additional Licensee of a Subscription under a Multiple License Plan, as described in paragraph 15(d)(1) hereof, all of the rights, obligations and agreements of Subscribers stated in this Agreement (whether referred to as "Subscriber," "you" or "your") shall apply equally to you as an Additional Licensee, except for the obligation to pay the Subscription fees and any other rights, obligations or agreements expressly excepted from application to Additional Licensee.

This Agreement is between you and the Company. The Company may be reached through the following e-mail address: customercare@gratutit.tips. Use of the Service signifies your agreement to all of the terms and conditions set forth in this Agreement and modifications thereto made in accordance with paragraph 13 hereof.

Terms

1. Subscription Services and Pricing

The subscription services provided through the Service are described in paragraph 15(a) below. Each subscription service provides access to one or more databases (the "Database(s)") and, for some subscription services, additional content ("Additional Content"), and is available under both Single License Plans and Multiple License Plans, each of which are available on monthly and annual Subscription plans at the rates set forth in paragraph 15(d)(1) below, subject to the Company's sole right, at any time, to increase or otherwise modify the Subscription rates, or types of Subscriptions available. Notice of changes in rates and/or types of subscription services will be sent to Subscribers via e-mail notification, or will be posted on the Service Website or at the Company's Website. It is your obligation to periodically monitor the Service or Company's Websites for any such changes or modifications.

2. Username and Password

(a) Your or Additional Licensee's email addresses will be used as the identification code ("Username") and you or Additional Licensees will select a password ("Password") at the time of application to become a Subscriber. The Username and Password selected will be required to access your Subscription on the Service. Subscribers may access the Service only by using their Username and Password and (except as expressly provided below for Multiple License Plans) may not allow any other person to access the Service using their Username or Password. Additional Licensees under a Multiple License Plan shall each have their own Username and

Password as permitted under the Multiple License Plan for which the subscription fee is paid. Additional Licensees are invited to join the Subscription by the Subscriber (“Account Holder”), and can only access the Service with their own Username and Password after receiving and accepting the Account Holder’s invitation. Additional Licensees must be employees of the Subscriber to the Multiple License Plan. Note: Subscriptions wherein Usernames other than Subscribers’ email addresses were selected as their own identification code will continue to work as a valid login to the Service.

(b) Subscribers shall not disclose their Username or Password to any other person or entity and shall make all reasonable efforts to maintain their Password as secret and confidential. Subscribers are solely responsible for maintaining the confidentiality of their Password, and for all use, whether authorized or unauthorized, of the Service under their Username and Password. The Company shall have no obligation or liability with regard thereto. If the individual Subscriber has subscribed on behalf of a library or other public institution entitled under paragraph 5 to extend the license rights herein granted to patrons of such institution, the Subscriber shall personally access the Subscription prior to permitting access thereto by the patron, without disclosing the Subscriber’s Password to the patron.

(c) Subscribers must promptly inform the Company if they suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of any Username, Password, or credit card number used in connection with the Service. Until the Company is properly notified of a breach of security by e-mail notice at customercare@gratuiti.tips, the Subscriber will remain responsible for any unauthorized use of the Service occurring under the Subscriber’s Username and Password. Liability for unauthorized use of your credit card is subject to the terms required by your credit card company.

(d) Logs of all accesses to the Service may be kept and (except in the case of Multiple License Plans) logins from more than three (3) distinct second-level domains shall constitute proof of violation of a Subscriber’s obligation not to disclose his/her Password, and may result in the Company’s termination of the Subscriber’s access to the Service, without notice or warning.

(e) REMEMBER YOUR USERNAME AND PASSWORD! If you forget either of them, the Company may disclose them to you under security procedures determined by the Company, which may result in substantial delays in your ability to access the Service.

3. Grant of Rights

This Agreement constitutes a non-exclusive, non-transferable license to use the Service in strict accordance with the provisions of, and only during the term of, this Agreement. The Database(s) and all other aspects of the Service, including for some subscription services Additional Content, are the property of the Company and are protected by copyright laws and international treaties. This Agreement does not grant you the right to use any Company trademark, service mark, or logo for any purpose whatsoever.

4. License Rights

Upon your acceptance as a Subscriber or selection by a Subscriber as an Additional Licensee, and subject to the restrictions in paragraph 5 below, you are hereby granted a non-exclusive license to:

- (a) Use the Service to perform searches of the Database(s) included in your Subscription; and, for some subscription services, access Additional Content; and
- (b) Print hard copies of any reporting output of the Database(s), or of Additional Content, which copies may be used by Subscriber; and
- (c) Subject to paragraph 5, download any reporting output of the Database(s), or of Additional Content, which may be used by Subscriber.
- (d) Generate offers to customers and targets in the system, which may be used by Subscriber.

All rights not expressly granted in this Agreement are reserved to the Company.

5. Restrictions

The rights granted in paragraph 4 above are limited as follows:

- (a) Use of the Database(s) or of Additional Content is for INTERNAL PURPOSES ONLY. Subscriber shall not sell, distribute, loan, lease, or commercially exploit the Database(s), any search output therefrom, or any Additional Content included in the service, or create any derivative work using the Database(s) or any Additional Content included in the service.
- (b) If you are applying for a Subscription under a Multiple License Plan, as described in paragraph 15(d)(1) below, you explicitly are PROHIBITED from selling, reselling or otherwise commercially exploiting the Database(s) or any Additional Content.
- (c) Subscriber shall not transfer, assign, or sublicense this Agreement or its rights hereunder without the prior written permission of the Company.
- (d) Printing or downloading of any search output may not exceed a significant segment (as determined at the sole discretion of the Company) of the Database(s), or of Additional Content.
- (e) Scraping or other technological means of wholesale or material downloading or storing of the Database(s) or of Additional Content is STRICTLY PROHIBITED. PLEASE NOTE that excessive downloading (as determined at the sole discretion of the Company) justifies the Company to immediately suspend or terminate access to a Subscriber subscription without further liability to the Company or recourse by the Subscriber.
- (f) Any stored hard copy or digital copy remains the property of the Company and must retain the Company's copyright information.

The license rights are limited to the Subscriber and authorized Additional Licensees alone and do not extend to any subsidiary, parent, related or affiliated organizations, OR TO ANY THIRD PARTY, except that where the Subscriber is a library or other public institution, Subscriber's rights to use the Service and the Database(s) and Additional Content are extended to the patrons of those institutions as well, so long as such use is in accordance with the terms of this Agreement.

6. Personal Information

(a) The Company will maintain as confidential all information regarding your credit card used to pay the Subscription fee, where applicable, and will not disclose such information to any third party except as may be necessary to validate the card or to implement charges for your Subscription, or as permitted by paragraph 8(b) hereof.

(b) You acknowledge and agree that the Company may use other information about you which the Company obtains either directly from you or which it obtains by the nature of your use of the Service as detailed in the Company's posted [Privacy Statement](#).

7. Proprietary Materials

(a) The Service contains copyrighted material, trademarks, and other proprietary information of the Company (collectively "Proprietary Material"), including, but not limited to, text, software, photos, graphics, images, code, design, coloring, layout and all other attributes. You agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material.

(b) Except as otherwise expressly permitted by this Agreement, or as permitted under copyright law, no posting, copying, downloading, uploading, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise modifying or commercially exploiting of any Proprietary Material is permitted without the express permission of the copyright owner. In the event of any copying, redistribution, or publication of copyrighted material as permitted by law, no changes in or deletion of author attribution, trademark, legend, or copyright notice shall be made.

(c) Service marks and other Company marks and logos are service marks and trademarks of the Company. Other trademarks, service marks, and logos used in the Website or Company's Website are the trademarks, service marks, or logos of their respective owners.

8. Subscriber Information

(a) For purposes of identification, billing, and marketing, Subscriber agree to provide the Company with accurate, complete, and updated information required at the time of registration as a Subscriber ("Registration Data"), including your legal name, address, telephone number(s), e-mail address, and applicable payment data (e.g., credit card number and expiration date for Subscribers paying by credit card), and other information. The Company reserves the right to verify the accuracy of this information. You agree to promptly notify the Company of any

change in your Registration Data. See paragraph 15 below for details on notifying the Company of these changes. Failure to comply with this provision may result in immediate suspension or termination of your license to use the Service.

(b) The Company reserves the right to reveal any Registration Data or other information in its possession regarding Subscribers and Additional Licensees in cooperation with a request or investigation by any governmental body or governmental agency, or as otherwise required by law.

9. Indemnification

(a) You agree to indemnify, defend, and hold harmless the Company and its directors, employees, licensors, independent contractors, providers, subsidiaries and affiliates (collectively, the "Affiliates") from and against any and all liability and costs (including attorneys' fees and costs) incurred by the Company and/or the Affiliates in connection with any claim arising out of any breach by you of any provision of this Agreement.

(b) You agree to cooperate as fully as reasonably required in the defense of any such claims. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any claim without the written consent of the Company.

10. LIMITED WARRANTY

(a) THE SERVICE AND THE DATABASE(S) AND ADDITIONAL CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, OR CONTENT OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICE RESTS WITH THE SUBSCRIBER.

(b) The Company does not warrant that the functions of the Service will meet Subscriber's requirements or that the operation of the Service or the Database(s) or any Additional Content will be uninterrupted or error free.

(c) The Company shall not be liable for any loss or injury arising out of or caused, in whole or in part, by any negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in the Service or the Database(s) or any Additional Content.

(d) The Company has no control over the content of the websites or Portable Document Format (PDF) files that may be accessed through hypertext links ("Linked Sites"), and is not responsible

for their content. The Linked Sites are provided for your convenience only and you access them at your own risk.

11. LIMITATIONS ON LIABILITY AND REMEDIES

(a) THE COMPANY IS NOT AND SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING FROM THE USE OR INABILITY TO USE THE SERVICE. THIS DISCLAIMER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(b) In no event shall the Company be liable for any direct, indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out of the use or performance of the Service, even if the Company has been advised of the possibility of such damages.

(c) In the event that a limitation on liability or remedy contained herein shall be adjudged invalid by a court of competent jurisdiction, all other limitations on liability or remedies shall remain valid, and in no event shall the Company's damages under any legal theory exceed the total fees paid by Subscriber under the license granted herein during the twelve months immediately preceding the date on which the cause of action arose.

12. Termination

The Company may terminate the right of any Subscriber to access the Service at any time, with or without cause, in the Company's absolute discretion and without notice. The recital in this Agreement of specific grounds for termination of a Subscriber's right to access the Service shall in no manner whatsoever limit the Company's absolute right to terminate any Subscriber's access to the Service under this paragraph.

13. Modifications of Agreement or Service

(a) The Company has the right to modify this Agreement in any manner and at any time, without notice or liability. Any modification is effective immediately upon the earlier of (i) notice by electronic mail to the e-mail address last provided to the Company by you; or (ii) fifteen days following the date that the modified Agreement is first posted on the Service. Your continued use of the Service following its effective date shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of the Company in providing the Service, including, without limitation, (i) any changes in the content of the Service, or (ii) any change in the amount or type of fees, charges, or assessments payable under this Agreement, is to terminate your Subscription and continued use of the Service by delivering proper notice thereof to the Company in accordance with the instructions provided in paragraph 15(d)(7) below. Such notice

will be effective at the end of your current billing cycle, as set forth in paragraph 15(d)(7)(ii) below.

(b) The Company may at any time, without notice or liability, change or eliminate any content or feature of the Service, or restrict the use of any portion of the Service, including limiting the time of its availability, the amount of use permitted, or the persons who are permitted to use it. Your only right with respect to any dissatisfaction with any service related change or elimination is to terminate your Subscription and continued use of the Service by delivering proper notice to the Company in accordance with the instructions provided in paragraph 15(d)(7) below. Such notice will be effective at the end of your current billing cycle, as set forth in paragraph 15(d)(7)(ii) below.

14. General

(a) Failure by the Company to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right.

(b) This Agreement, and all other aspects of a Subscriber's use of the Service, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. All claims and disputes arising out of this Agreement or your use of the Service shall be submitted to and resolved by binding arbitration, pursuant to the Rules and Regulations, and under the auspices of the American Arbitration Association. Any arbitration proceeding shall take place in Palm Beach County, Florida. No demand for arbitration or action of any kind or nature arising out of this Agreement, or out of any use of the Service by a Subscriber, shall be brought by either the Company or any Subscriber more than one year after the date on which the cause of action first arises. Judgment upon the award rendered by the arbitrator may be entered in, and enforced by, and each party to this Agreement submits to the exclusive jurisdiction of, the state and federal courts sitting in Palm Beach County, Florida, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any arbitration proceeding or action to enforce the arbitrator's award, the prevailing party will be entitled to costs and attorneys' fees.

(c) This Agreement constitutes the entire agreement between you and the Company with respect to the Service and supersedes all prior agreements or understandings between you and the Company with respect thereto.

15. Subscription Services, Fees and Policies

(a) The subscription services currently available through the Company are:

(1) **Dealpoint**, which provides Subscribers with a method to send geo-located targeted offers to its clients and the company Database, as well as access to a portal and workspace (see 15(a)(2)).

(2) Dealpoint Portal and Workspace, a suite of features and reporting tools for managing offers as described in 15(a)(1).

(b) You are responsible for all fees, charges, or assessments resulting from use of the Service.

(c) The Company reserves the right to increase any fees, charges, or assessments and to institute new fees at any time by notifying Subscribers via e-mail or posting a notice on the Service Website and/or the Company's Website.

(d) The terms and conditions relating to Subscription fees and policies are as follows:

(1) Subscription Payment Plans and Rate Schedule

You may subscribe to any subscription service described in paragraph 15(a) under either a Single License Plan (available to individuals, companies, organizations or other legal entities), in which you are the only person authorized to use the Subscription, or a Multiple License Plan (available only to companies, organizations or other legal entities), in which you are the Subscriber and are entitled to designate a limited number of "Additional Licensees" (the number of Additional Licensees being determined by the Multiple License Plan selected) to use the Subscription. At present, the following Multiple License Plans are available: the Enterprise License Plan (permitting the Subscriber and Additional Licensees to access the Subscription, each under their own Username and Password). **For information on Enterprise access licenses, contact our sales department at sales@gratuiti.tips.**

The Subscription fees payable for each Subscription plan may be viewed at <https://mydealpoint.com>

(2) Billing Process and Procedures

(i) **Monthly Recurring Subscription credit card payment** - When you subscribe to a subscription service on a monthly Recurring Subscription, which requires credit card billing, you are agreeing to have your credit card billed automatically each month, unless and until you inform the Company's Customer Service Department, via e-mail, that you wish to terminate your Subscription. However, please note that under paragraph 15(d)(7) below there is no proration of your monthly Subscription charge if you terminate your Subscription before the end of its monthly period. Your Subscription will be billed to your credit card, in advance, each month, on the anniversary of your Subscription start date. Unless you provide notice of termination of your Subscription, your credit card will be billed once again at the then current rate on the anniversary of your Subscription start date. **PLEASE NOTE THAT SUBSCRIPTIONS ARE NON-REFUNDABLE.**

(ii) **Annual Recurring Subscription credit card payment** - If you elect to pay your annual Recurring Subscription fee by credit card, you are agreeing to have your credit card billed automatically each year at the then applicable Subscription rate, unless and until you inform the Company's Customer Service Department, via e-mail, that you wish to terminate your Subscription. However, please note that under paragraph 15(d)(7) below there is no proration of your annual Subscription charge if you terminate your Subscription before the end of its annual period. Your Subscription will be billed to your credit card, in advance, each year on the anniversary of your Subscription start date. You will receive a notice approximately one month

prior to the end of your annual subscription cycle informing you that your credit card will be automatically charged for the subsequent year on the anniversary date of your annual subscription. **PLEASE NOTE THAT SUBSCRIPTIONS ARE NON-REFUNDABLE.**

(iii) **Annual Subscription check payment** - If you elect to pay your annual Subscription fee by check, you will receive two renewal notices, the first approximately two months prior to the end of your current Subscription year and the second notice approximately one month prior to the end of your current Subscription year. Your payment of the renewal fee set forth in the renewal notice will be required before the end of your current Subscription year, or your Subscription will automatically terminate at that time. **PLEASE NOTE THAT SUBSCRIPTIONS ARE NON-REFUNDABLE.**

(3) Credit Card Payment Process

(i) **Credit card authorization** - The credit card information you supplied is automatically submitted for authorization, once you have clicked on the "I ACCEPT" button at the bottom of this Agreement. This authorization process takes only seconds; once your credit card is authorized, you will receive a "Welcome" message and e-mail confirming the successful authorization of your credit card and the completion of your registration process. (See paragraph 15(d)(4) below.) This credit card authorization process will be repeated prior to billing each subsequent Subscription fee charge; however, you will receive the "Welcome" and e-mail messages only at the time of your initial registration.

(ii) **Secure payment processing** - The Company's secure server software encrypts information to protect your credit card transaction. Our servers also have threat detection services which prevent hackers from unauthorized access to you account.

(iii) **Unsuccessful authorization** - If, at the time of any billing, the Company is unsuccessful in its attempts to receive authorization for your credit card, the Company will automatically send you an e-mail informing you of this difficulty. You will be required to contact your credit card processor and/or bank immediately to determine the nature of the problem with your account, and to notify the Company immediately of your updated credit card information. In the interim, the Company will continue to attempt to successfully bill your account, each day, for up to 10 days. If the Company is unable to do so, and has not heard from you by the end of this 10-day period, your Subscription will be terminated.

(iv) **Credit card expiration date** - As a service to Subscribers, the Company will automatically send you e-mail notification informing you that your credit card is due to expire within the next 30 days. In order to continue your Subscription, without interruption, you must supply the Company's Customer Service Department with updated credit card information, or a brand new credit card and expiration date prior to the expiration of your credit card. If the Company has not heard from you during this period, your Subscription will be terminated.

(4) Registration/Subscription Confirmation

The following notices will be sent confirming your registration and Subscription information:

(i) **Welcome/Subscription Services pages** - If you authorize credit card payment for your Subscription, once you accept the Subscriber Agreement, and your credit card payment is authorized, you will be taken to a "Welcome" page, which will confirm your successful registration.

(ii) **E-mail confirmation** - In addition to the above, if you elect to pay for your Subscription by credit card, a confirmation notice will be sent to the e-mail address you provided on your registration form. This notice will be sent to those authorizing credit card payment immediately upon authorization of the credit card and will confirm your Subscription start date, Username and Password, the number of authorized Additional Licensees (if a Multiple License Plan Subscription), and the Subscription rate applicable to you. The e-mail notice will serve as your receipt; save it for future reference.

Note: If you have not received e-mail confirmations during the Subscription process, please notify our Customer Service Department by sending an e-mail to customercare@gratuiti.tips.

(5) Access to the Service

Upon the successful completion of your registration process and payment, you may immediately use the Portal and Database(s) included in your Subscription through a direct link that will be provided either on the Welcome page (for those who subscribe by credit card) or on the e-mail account activation notice. As an active Subscriber, you can access your Subscription at any time by clicking on either of the links below (you may wish to bookmark these pages to save time in the future):

(i) **Application URL** - <https://mydealpoint.com>

(ii) **Website home page** - <http://mydealpoint.com>

(6) Username and Password

(i) **Confidentiality** - Upon successful completion of your registration and payment process, you may enter the Website through its home page, using the Username and Password you chose during the registration process. You will need to enter your Username and Password at this location each time you use the Database(s). Your Username and Password are reserved exclusively for your use and the use of authorized Additional Licensees under Multiple License Plans. Keep these confidential in accordance with the terms of this Subscriber Agreement.

(ii) **Forgotten Passwords** - Should you forget your Password, contact the Company's Customer Service Department. You will be asked to answer the security question chosen during the registration process. Additional Licensees may obtain forgotten Passwords only from the Subscriber who initially authorized them.

(iii) **Account Inquiries** - You will be asked to supply your Username and Password to the Company's Customer Service Department when you inquire about your billing or account information. Each Subscriber under a Multiple License Plan understands that the Additional

Licensee authorized by such Subscriber will be able to access billing or account information of such Subscriber, and hereby agrees that under no circumstances shall The Company be liable to such Subscriber for any harm, damage, embarrassment or other circumstances arising about of or as a result of such access by an Additional Licensee.

(7) Terminating Your Subscription

(i) **Notifying Company** - If you wish to terminate your Subscription, you must do so by contacting the Company's Customer Service Department, in writing, either by sending an e-mail to billing@gratuiti.tips or turning off the renewal feature in your portal.

(ii) **Termination and your billing cycle** - As noted in paragraph 15(d)(2) above, your account is billed and payable in advance, each month, year, or every two years (depending on the type of Subscription you have), on the anniversary of your Subscription start date. It is important to note that Subscriptions are *not prorated*. Once you notify the Company's Customer Service Department that you wish to terminate your Subscription, the Company will stop billing your account *starting with the next monthly, annual, or biennial billing cycle*. Example: if you are on an annual Subscription and your start date is December 15 and you notify the Company on July 15 of the next year to terminate your Subscription, your account would have already been billed through the end of your annual billing cycle (December 14). You would be able to continue using the Service through the end of your current Subscription period, and your account would be terminated on that date. **PLEASE NOTE THAT SUBSCRIPTIONS ARE NON-REFUNDABLE.**

(iii) **Confirmation of account termination** - Once you have notified the Company's Customer Service Department that you wish to terminate your Subscription, the Company will automatically send a confirmation notice to your e-mail address. This notice will include your Subscription end date; you can save this for future reference.

(iv) **Involuntary termination/non-compliance** - The Company reserves the right to terminate your Subscription based on our inability to successfully bill your credit card according to the terms outlined in paragraph 15(d)(3) above. In addition, the Company reserves the right to terminate your Subscription *at any time*, based on non-compliance with any terms and conditions set forth in this Subscriber Agreement.

(v) **Re-subscribing** - If you voluntarily terminated your Subscription, you may re-subscribe at any time to any subscription service provided through the Service, as long as your account was in good standing at the time of termination. Contact Customer Service at customercare@gratuiti.tips to reactivate your previous Subscription.

(vi) This paragraph 15(d)(7) shall not apply to Additional Licensees.

(8) Changing Your Account Information

In addition to changes to your account referenced above, such as credit card and Username/Password information, you should report *any* change in your contact information

immediately (address, telephone, e-mail address) to the Company's Customer Service Department. For fastest service, you may use the Account area, accessible to Subscribers to the Service after logging in, to update your contact information automatically online, or to change your Password. You may also use the e-mail address or telephone numbers provided below. This paragraph 15(d)(8) shall not apply to Additional Licensees.

(9) Changing or Upgrading Subscriptions

Current Subscribers of the Service may change or upgrade their subscriptions automatically, online, through the Subscriber Services area, accessible to Subscribers after logging in with your Username and Password. Instructions are provided for changing subscription cycles (e.g., from a monthly to an annual subscription), changing subscription plans (e.g., from a Single License Plan to a Multiple License Plan), or for upgrading to another service.

(10) Contact Information - Billing and Subscription Inquiries

The Company's Customer Service Department is available to respond to your billing and account questions Monday through Friday, between 9:00 a.m. and 5:00 p.m., Eastern Standard Time.

E-mail - Send e-mail to customercare@gratuiti.tips.

(11) Contact Information - Technical/Product Support

Subscribers seeking technical assistance or other assistance using the Service may send inquiries via e-mail to: support@gratuiti.tips.