



WEB SITE SERVICE AGREEMENT TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that OnClick Delivery, LLC (OnClick) provides to User are subject to the following Terms of Use ("TOU"). OnClick reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages or by clicking on our Legal Documents link under our Company Home section.

- A. This Agreement, which incorporates by reference other provisions applicable to use of www.onclickdelivery.com, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in www.onclickdelivery.com, sets forth the terms and conditions that apply to use of www.onclickdelivery.com by User. By using OnClick (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use www.onclickdelivery.com is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. OnClick shall have the right at any time to change or discontinue any aspect or feature of www.onclickdelivery.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

OnClick shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.onclickdelivery.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.onclickdelivery.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.onclickdelivery.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, OnClick provides User with access to a variety of resources, including vendor online ordering, delivery requests, gift card purchasing, Request-A-Vendor (RAV) program, communication forums and product information (collectively "Services"). The Services,





including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. INFORMATION

User shall be responsible for obtaining and maintaining all telephone, address and other information needed for access to and use of www.onclickdelivery.com and all charges related thereto.

5. USER CONDUCT

- A. User shall use www.onclickdelivery.com for lawful purposes only. User shall not post or transmit through www.onclickdelivery.com any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without OnClick's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in OnClick's discretion restricts or inhibits any other User from using or enjoying www.onclickdelivery.com will not be permitted. User shall not use www.onclickdelivery.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with OnClick.
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- D. The foregoing provisions of Section 5 are for the benefit of OnClick, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- ✓ Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- ✓ Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- ✓ Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing OnClick with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify OnClick immediately of any unauthorized use of User's account or any other breach of security. OnClick will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by OnClick or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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Document Last Modified: Friday, October 17, 2008

