

# Terms of Use



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## Terms of Use

SHOP MA, Inc. provides Web site features to you subject to the following terms of use (the Agreement).

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. YOU SHOULD REVIEW THIS AGREEMENT, AS MODIFIED OR AMENDED FROM TIME TO TIME, AS IT IS A BINDING CONTRACT BETWEEN SHOP MA ("WE OR US" ) AND YOU ("YOU" ).

This Agreement applies to websites owned or operated by SHOP MA, Inc. including [www.shop.com](http://www.shop.com), [uk.shop.com](http://uk.shop.com), [ca.shop.com](http://ca.shop.com), [au.shop.com](http://au.shop.com), [www.shop-com.jp](http://www.shop-com.jp), [mx.shop.com](http://mx.shop.com), [theshoppingvine.com](http://theshoppingvine.com), [www.shopcompanion.com](http://www.shopcompanion.com), [www.cataloguecity.co.uk](http://www.cataloguecity.co.uk), [dwellvine.com](http://dwellvine.com), [gadgettevine.com](http://gadgettevine.com), [glammevine.com](http://glammevine.com), [solevine.com](http://solevine.com) and others (individually and collectively the "Site").

By using the Site You agree to be bound by the terms in this Agreement, including the Privacy Policy and any Supplemental Terms of Use that may apply, and You agree to follow the guidelines and policies that SHOP MA may post on the Site or provide You from time to time. If You do not agree to all of the terms contained in this Agreement, You are not authorized to access or use the Site, in which case You should immediately exit and not use the Site. SHOP MA makes the Site available to You conditioned upon your acceptance of all terms contained in this Agreement. You understand and agree that from time to time SHOP MA may modify the terms in this Agreement, and such modifications will be effective immediately upon their posting. Your continued use of the Site after a modification or change to these terms has been posted will mean that you accept and agree to any changes to the Agreement that have been posted. You are encouraged to check back from time to time to see if there have been any changes to the terms and provisions contained in this Agreement. This Agreement applies to all Users of the Site, including visitors, registered Users and persons posting information or content on the Site.

### 1. Privacy

We care about your privacy and request that you read our [Privacy Policy](#) which is part of and incorporated into this Agreement by this reference.

### 2. Description of Site and Eligibility to Use Site.

The Site is a place where You can discover, compare, learn, share and shop among your favorite brands and connect your shopping and shopping recommendations with others. You are also provided with the ability at your discretion to share shopping, recommendations or product interests and ideas. In return for our display of your content You agree to grant the license contained in section 4.b. below. SHOP MA reserves the right in its sole discretion to modify, suspend, add to, remove or discontinue all or any portion of the features offered on the Site without any liability or obligation to You or to third parties. You may not use the Site unless you are at least 18 years or older. By using the Site You represent that you comply with this age requirement.

### 3. Registration; Account Security

After you register on the Site, You will be allowed to provide information about You and your shopping insight and recommendations to others. During the process of registering, you will be asked to provide information about You. The information You provide must be accurate and you agree that you will keep it current at all times. You are solely responsible for maintaining the security of your account. A password will be provided for your use and protection. You agree to safeguard your password and any user name you have selected for your account. Further You agree that You will not share your user name or password or let anyone else access your account. If you believe that the security of your user name, password or account has been compromised, please inform us immediately.

### 4. Posting Content on the Site

A User may be allowed to post photos, text, comments, ratings, purchases, links, audio, music, images, pictures, graphics, video, designs and other works of authorship (together "Content" ) to various locations on the Site or third party sites. You agree that You are solely responsible for Content that is posted on or through the Site by You. You warrant and represent that You have all rights necessary to post the Content and to grant SHOP MA rights in your Content described in this Agreement and that such Content is accurate; that use of the Content does not violate this Agreement or the rights of any third party and will not cause injury to any person or entity; and that you will indemnify the Site and SHOP MA and its partners, affiliates, subsidiaries and parent companies, and all other corporations into which it merges or to whom it is otherwise acquired or sold, in whole or in part for all claims resulting from your Content.

a. **Prohibited Content and Conduct.** SHOP MA does not monitor all Content posted to the Site and will not be responsible for Content posted to the Site, or any third party sites. You acknowledge that SHOP MA does not regularly monitor the accuracy or reliability of Content. SHOP MA does provide Guidelines for Prohibited Content and Prohibited Conduct (below) that You agree to follow in your use of the Site. SHOP MA also reserves the right at any time and for any reason to disable access to any user account or to delete, edit or modify any Content posted to the Site without any liability to You or to any third party.

i. Prohibited Content. You agree that You will not post on the Site and your postings will not include:

- Content that violates the law or anyone's right, including intellectual property rights or other proprietary rights;
- any Contact Information or private information of any third party;
- false, misleading or fraudulent information;
- any material that contains software viruses or any other computer code designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment;
- mature content that would be inappropriate for the general public;
- Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence or anything else that we may consider offensive.

ii. Prohibited Conduct. You agree that in using the Site you will not:

- Do anything that could disable, overburden, or impair the proper working of the Site;
- access, use or tamper with areas of the Site that you are not authorized to access;
- use any robot, spider, scraper or other automated means to access the Site;
- harvest, collect or use addresses, phone numbers or email addresses or other contact information (together "Contact Information") of Users of the Site without consent from such Users;
- transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
- solicit private information (including social security numbers, credit card numbers and passwords) from Users of the Site;
- provide any false personal information in your profile, create more than one profile, transfer your profile, create a profile for anyone other than yourself or create a page without authorization;
- offer any contest, sweepstakes, coupon or other promotion through the Site without our prior written consent;
- use an iFrame or offer web search functionality on the Site;
- do anything that is illegal, infringing, fraudulent, malicious or could expose the Site, its Users, or SHOP MA or its partners, affiliates, subsidiaries or parent companies, or any other corporations into which it merges or to whom it is otherwise acquired or sold, in whole or in part to harm or liability; or

- attempt, encourage or facilitate any of the above.

b. **Ownership of Content and Submissions.** You retain ownership of your copyrights and other intellectual property and proprietary rights in any Content You post to the Site, subject to the non-exclusive rights that You grant to us as outlined below. You hereby grant SHOP MA a worldwide, perpetual, non-exclusive, royalty free, fully transferrable, fully sub licensable, license to use, reproduce, modify, transmit, distribute (through multiple tiers), publicly perform and display, and create derivative works of or otherwise make unauthorized use of the Content in any form, media or technology now known or later developed for any purpose whatsoever, subject only to our Privacy Policy. You agree that any questions, comments, suggestions, ideas, feedback or other information that you provide SHOP MA ("Submissions") are non-confidential and non-proprietary. SHOP MA will be entitled to the unrestricted use of any such Submission for any purpose, commercial or otherwise, without acknowledgement or compensation to You.

## 5. Ownership; Proprietary Rights

Except for User Content, all materials, content, text, graphics, icons, images, software and trademarks on the Site are the property of SHOP MA or its partners or affiliates subsidiaries or parent companies, or other corporations into which it merges or to whom it is otherwise acquired or sold, in whole or in part, and are protected by all relevant intellectual property laws and other proprietary rights (including copyright, trademark, trade dress and patent laws) and any other applicable laws. SHOP MA grants You a limited and revocable license to use the Site for the purpose of shopping online to discover, compare, learn, share and shop among your favorite brands/merchants and connect your shopping and shopping recommendations with others.

## 6. SHOPPING ON THE SITE

When you use the Site as a shopper ("User") the terms of the above paragraphs shall apply. As a User, you will be allowed to shop with OneCart® Merchants, and with other Partner Merchants, through links that take you directly to the Partner Merchant's website. In addition You should be advised that other terms apply to your shopping experience.

### a. Return Policies

SHOP.COM general return policy

Each merchant selling product or services on shop.com will have its own unique return policy. Before you place an order on shop.com, please read the Seller's return policy.

Market America Return Policy (for product sold on shop.com)

Most items purchased from Market America through shop.com may be returned for a full refund, less shipping charges, within 30 calendar days of the date they were shipped to you. Food, custom ordered items and gift cards cannot be returned for a refund for any reason.

If you want to return an item to Market America, please contact our refunds department for a Return Authorization Number (RA#) prior to returning your item. You can contact us by e-mail at [refunds@marketamerica.com](mailto:refunds@marketamerica.com) or call us at (336)-389-6985. Any items you try to return to us without a valid RA# will be shipped back to you at your cost and expense.

In order to receive a refund on an item:

- The item must be unopened, and in new and resalable condition;
- The item must have all original packaging, parts and accessories;
- If an item was in a plastic bag or shrink wrap when sent to you, it must be unopened and still in the plastic bag or shrink wrap;
- The item must not be a food, custom product or gift card

If you used a gift card to pay for all or part of an order, we will apply any refund to the gift card first - up to the gift card amount used to purchase the order. Any remaining balance will be refunded to the credit or debit card you used for the original purchase.

We are not responsible for items lost or damaged during return shipping. If you are concerned about items being lost or damaged during shipping, please insure your package for the value of the items being returned.

You are responsible for the cost of return shipping and insurance.

While we make every effort to ensure the accuracy of each order, occasionally there may be a discrepancy in your order. Please take a minute to inspect your order thoroughly when you receive it. If an error is found please contact us at [customerservice@shop.com](mailto:customerservice@shop.com) or (866)-420-1709.

**b. Credit Card Processing**

SHOP MA facilitates the processing of your OneCart Merchant purchases. We process payment transactions for your OneCart® orders, and pass some information about you, such as your order details and shipping information, to the OneCart Merchants responsible for fulfilling your order. You authorize SHOP MA to process payment transactions on your behalf and to pass your order details and shipping or other information to the OneCart Merchants responsible for fulfilling your orders. You also authorize Shop MA to make adjustments or reversals to your payment method (credit card, debit card or other means of payment) in connection with returns, cancellations, reversals, refunds or other adjustments.

**c. Partner Merchants.**

Numerous merchants you will find on the Site will result in your linking off to the Partner Merchant site to shop and complete your transactions. Once you link off to the Partner Merchant site, SHOP MA does not have any control over or responsibility for the experience on the Partner Merchant site.

**d. Limitations on Liability.**

You agree that SHOP MA is not responsible or liable for (i) the availability or accuracy of the resources of third party Partner Merchant sites or resources; or (ii) the content, advertising or products or services on or available from such sites or resources or in the OneCart®. You use the links at your own risk. Our Terms of Use and Privacy Policy only apply when you are on the Site. Once you link to another website, you should read and understand that website's terms of use and privacy statement before shopping or disclosing any personal information.

**e. Product Information.**

Product information and prices are provided by merchants and/or third party sources. At SHOP MA we do everything we can to ensure the accuracy of the product information or prices displayed, but occasionally, errors occur. Please notify us of any information or pricing inaccuracies so that we may immediately notify the merchants to correct the problem. We apologize for any inconvenience this may cause.

## **7. ELECTRONIC COMMUNICATIONS**

We may communicate with you regarding the services we provide by electronic communications, including sending electronic mail to the email address you provided during registration; posting notices or communications on the Site and communicating with you via authorized third parties (such as Facebook). You agree that we may communicate with you by means of electronic communications regarding these Terms of Use, notice or disclosures regarding the Site, payment authorizations, and any other matter relating to your use of the Site.

## **8. MOBILE**

There are features of the Site that may be accessible via certain mobile carriers (the "Mobile Services"). While we currently do not charge for these Mobile Services, your carrier's normal messaging, data and other rates and fees will still apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device, and that certain information about your usage of the Mobile Services may be communicated to us. In the event You change or deactivate your mobile telephone number, You agree to promptly update your account information on the Site to ensure that your messages are not sent to the person that acquires your old number.

## **9. Termination and Effect of Termination**

You agree that SHOP MA may at any time without notice or cause refuse service, terminate any rights granted herein, terminate accounts and/or cancel orders or portions thereof in its sole discretion, including, without limitation, if SHOP MA determines that any User conduct violates applicable law or is harmful to the interests of SHOP MA or the Site. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for You in our records. You will still be liable for any breaches of this Agreement and/or obligations incurred before the Agreement ends. If you continue to use the site after termination of the Agreement your continued use will constitute your agreement to the terms and conditions then

posted on the Site. The provisions entitled "Ownership of Content and Submissions", "Limitation of Liability", "Ownership; Proprietary Rights" "Indemnity", "Disclaimer of Warranties" and the Privacy Policy will survive termination of this Agreement.

## **10. Indemnity**

As a condition of your access to and use of the Site, you agree to hold the Site and SHOP.COM, and its subsidiaries, affiliates, partners, and parent companies, and all other corporations into which it merges or to whom it is otherwise acquired or sold, in whole or in part, its officers, directors, employees, agents, attorneys, partners, Shop Consultants and suppliers, and each of their respective successors and assigns, harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the Site and the content therein; (ii) your violation of this Agreement (including terms incorporated into them, e.g., the Privacy Policy and any Supplemental Terms), and any applicable law or the rights of another person or party; (iii) any dispute You have or claim to have with one or more Users of the Site; (iv) SHOP.COM's resolution (if any) of any dispute You have or claim to have with one or more Users of the Site; (v) your improper authorization for SHOP.COM to collect, use or disclose any data or Content provided by You; and (vi) any disclosures made with your permission (including, without limitation, your consent that SHOP.COM disclose your personal information and other information collected as set forth in our Privacy Policy). Furthermore, You fully understand and agree that: (a) SHOP.COM will have the right but not the obligation to resolve disputes between Users relating to the Site and SHOP.COM's resolution of a particular dispute does not create an obligation to resolve any other dispute; and (b) SHOP.COM's resolution of a dispute will be final with respect to the Site.

## **11. DISCLAIMER OF WARRANTIES.**

USE OF THE SITE IS AT YOUR OWN RISK. THE SHOP.COM SITE, FEATURES, PRODUCTS, CONTENT AND MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW SHOP.COM DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEMS INTEGRATION.

## **12. LIMITATION OF LIABILITY.**

THE SHOP.COM SITE MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. TO THE EXTENT ALLOWED BY LAW, SHOP.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SHOP.COM SITE, INABILITY TO USE THE SITE, ANY APPLICATIONS, FEATURES, CONTENT OR THIRD PARTY MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE SITE, EVEN IF SHOP.COM OR A SHOP.COM AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES. TO THE EXTENT ALLOWED BY LAW, THE TOTAL LIABILITY OF SHOP.COM TO YOU FOR ANY DAMAGES (REGARDLESS OF REASON THEREFORE) WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY ACTUALLY PAID BY YOU DURING THE EIGHT (8) WEEKS IMMEDIATELY BEFORE THE ACT GIVING RISE TO THE ALLEGED RESPONSIBILITY OF SHOP.COM OR \$100, WHICHEVER IS GREATER.

## **13. APPLICABLE LAW.**

Any dispute that may arise between You and SHOP MA including, without limitation, claims for enforcement, breach or violation of duties or rights under these Terms shall be governed by and adjudicated under the laws of the State of North Carolina, without regard to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Guilford County, North Carolina, U.S.A. in all disputes arising out of or relating to the use of the Site.

## **14. Shop Tracker Programme (uk.shop.com and es.shop.com) only.**

- a. When you register on this website, you become a Preferred Customer and will be enrolled in the SHOP TRACKER programme. The SHOP TRACKER programme allows you to accrue points ("Points") for your qualifying purchases and qualifying purchases made by friends that you have referred to this website and who have also become Preferred Customers.
- b. No Points are awarded on purchases where (a) your browser is not configured to accept cookies; (b) you are not logged in as a Preferred Customer; (c) the order is later cancelled or the goods or services are later returned;

- c. Points accrued by you will be distributed in an alternate fashion to two Points banks. Once both banks have reached 300/300, you are entitled to a £40 reward. Then, the redemption payout threshold cycle starts over.
- d. Points are calculated on the total amount of the qualifying purchase, excluding any and all fees, taxes, shipping costs, and after application of any coupons or codes. Points have no monetary value until the established redemption threshold have been reached and you make a proper redemption request. Points have no direct relationship with the total of the order or price of the product. You may be taxed on your Points redemption; you are solely responsible for any and all tax liability arising out of your accrual or redemption of Points rewards.
- e. Points rewards will be deposited directly into your bank account. Once you have selected to redeem your Points, you will be requested to provide your bank account information. Failure to provide accurate bank account information releases us from the payment of Points rewards.
- f. We may close your account if it has been inactive for 12 months (i.e., no qualifying purchases during the prior 12-month period).
- g. We reserve the right to terminate the SHOP TRACKER programme at any time with notice. Notification of termination will be sent to the email address you provide to us during the registration process.
- h. MA reserves the right to terminate the Shop Tracker Programme at any time with notice. Notification of termination will be sent to the email address you provide to MA during the Preferred Customer registration process.

## 15. Dispute Resolution

As a responsible retailer and to provide our customers with added piece of mind in relation to our commitment to customer service we are a member of The Retail Ombudsman. The Retail Ombudsman is authorised by Government to provide alternative dispute resolution services. The service is free for consumers to use and as a member we follow a strict Code of Conduct, which means that we are bound by their decisions. For more information visit [www.theretailombudsman.org.uk](http://www.theretailombudsman.org.uk), call 0203 137 8268 or ask for a copy of an information leaflet from our customer services team.

If you have any questions or suggestions regarding our privacy policy, please contact us at:

SHOP MA, Inc  
3301 NE 1st Ave.  
Miami, FL 33137  
email: [customerservice@shop.com](mailto:customerservice@shop.com)

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