

## Merchant Terms and Conditions

These Merchant Terms and Conditions (the "Merchant Terms and Conditions") regulate and are included into the Merchant Agreement between Dazzled Cars (also referred to as Dazzled Deals) and Merchant (together, the "**Agreement**") and are to be read in conjunction with the "Terms and Conditions" and "Privacy Policy". Dazzled Cars, subject to the fundamentals of this passage, may adjust the Agreement in its sole discretion and at any period. The most up dated edition of the Merchant Terms and Conditions(as may be revised by Dazzled Cars from time to time) will be available: (i) in Dazzled Cars, Dazzled Deals Merchant Centre, and/or (ii) as part of the Dazzled Cars Dazzled Deals merchant FAQ's.Merchant concurs that each or both of these notification procedures form sufficient notice to notify Merchant of any revisions to the Agreement and Merchant additionally approves to be compelled by any such alterations to the Agreement upon such notification.

### Definitions

1. "**Merchant Deal**"– is the products and/or services to be provided by the Merchant, specified on the voucher as presented by Dazzled Cars. All values are decided by Merchant.
2. "**Maximum Vouchers**" – is the maximum amount of vouchers Dazzled Cars is certified to run the sale of on behalf of the Merchant.
3. "**Monthly Maximum Vouchers**" – is the maximum quantity of Vouchers Dazzled Cars is certified to run the sale of on behalf of Merchant each month after the Maximum Vouchers has been sold.
4. "**Full Offer Value**"and "**Amount Paid**"– is the amount a consumer pays for a voucher
5. "**Marketing Fees**" - is the fee charged by Dazzled Cars for selling and administering a Merchant Deal.
6. "**Remittance Amount**" – is the amount Dazzled Cars will remit to Merchant for each Voucher, subject to the payment terms.
7. "**Fine Print**" - the conditions and restrictions with reference to Voucher redemption and the Merchant Offering specified on the App, Website and Voucher.

### 1. Voucher Program

- a. Dazzled Cars is qualified to market and sell Vouchers on Merchant's behalf subject to the terms of this Agreement and the "FAQ's" located at [www.dazzledcars.com/agreement/FAQ's](http://www.dazzledcars.com/agreement/FAQ's). The Voucher will verify the Merchant Deal and will be sent to the consumer electronically once payment is obtained. The consumer will then redeem the Voucher with the Merchant by displaying the Voucher in paper or electronic form. Merchant is the issuer of the Vouchers and seller of the Merchant Deal.
- b. Dazzled Cars is certified to market and sell Vouchers on Merchant's behalf via any platform, including its Dazzled Deal feature push notifications, affiliates, marketplace, or referral network. The Vouchers may be offered to all of Dazzled Cars users or subscriber base. The Dazzled Deal features may be offered through a variety of distribution channels, including, mobile applications, the Website, affiliate websites, social media, email, and other types of electronic platforms used by Dazzled Cars.
- c. Dazzled Cars is certified to campaign for and sell up to the Maximum Vouchers in several markets and on dates in its discretion. If Merchant opt to offer recurring month-to-month

Merchant Deals, then Dazzled Cars will campaign for and sell up to the Maximum Vouchers for the initial feature, then advertise and sell up to the Maximum Number of Vouchers for following features. Merchant will list the Maximum Vouchers and, if appropriate, specify the Monthly Maximum Vouchers, and may possibly rise one or the other or both numbers in its discretion.

- d. Dazzled Cars holds the right to discard, adjust, or cease any Merchant Deal, at any time and for any reason in Dazzled Cars sole discretion, and to finish the Merchant Deal and to eliminate all indications to the Merchant Deal and Voucher from the mobile application, website; and redirect or erase any URL used in context with the Merchant Deal.
  - e. Merchant will recognise the Vouchers for their Full Offer Value through the Expiry Date. Following the Expiry Date, Merchant concurs to respect the Vouchers for at minimum the Amount Paid or for the Full Offer Value if required by law. Notwithstanding anything contained in this agreement or permitted by applicable law, merchant agrees to redeem the voucher for the amount paid indefinitely.
  - f. Following the Expiry Date, Merchant is obliged to always permit the consumer to redeem the Voucher for the Amount Paid regarding the Merchant Deal. If the products and services comprising the Merchant Deal and specified on the Voucher are no longer existing, the Merchant is obliged to always permit the consumer to redeem the Voucher for any products or services then offered by the Merchant counterpart to at minimum the Amount Paid.
  - g. Partial redemptions: If valid, and if a consumer redeems a Voucher for less than the Amount Paid, the Merchant is responsible for handling any unredeemed value as obligatory by applicable law.
  - h. Merchant concurs that in supplying the Merchant Deal, Merchant will not increase prices or inflict any extra sums, fees, conditions or constraints that conflict or are inconsistent with the terms specified on the Voucher, involving the Fine Print. Unless disclosed in the Fine Print, Merchant further approves not to enforce different terms or a different cancellation policy than what is compelled on its non-Dazzled Cars consumers.
  - i. Merchant consents that if an appointment or reservation is made to redeem a Voucher, or consumer has endeavoured to make an appointment, before the Voucher's Expiry Date, the Voucher will be carried out for the Full Offer Value without limitations, although the services may be offered after the Expiry Date.
  - j. If a Consumer seeks to schedule use of a Voucher prior to the Expiry Date and is refused by Merchant, or is incapable to use the Voucher for any other reasonable reason prior to the Expiry Date, Dazzled Cars may, upon Consumer appeal, extend the Expiry Date by sixty (60) days.
  - k. Merchant is accountable for all consumer service in association with the Merchant Deal and for providing all products and services detailed in the Merchant Deal. Merchant is also accountable for any consumer loyalty programs related with the Merchant Deal.
2. Payment terms
- a. Sums kept by Dazzled Cars from the proceeds of the Merchant Deal are payment to Dazzled Cars for marketing, promoting, and advertising the Merchant Deal and dispensing the Vouchers on behalf of Merchant. Dazzled Cars will have no commitment to advance

amounts that have been paid to Dazzled Cars by the purchaser until Merchant has conformed to its responsibilities under this Agreement.

- b. Dazzled Cars is certified to start ACH credit transaction entries or equivalent to Merchant's depository account at the depository financial institution named in this Agreement or as otherwise delivered to Dazzled Cars by Merchant in writing ("**Merchant Bank Account**"). Only in the incident of an inaccuracy, Dazzled Cars is certified to start debit entry regulations to the Merchant Bank Account to amend any inaccuracy. Merchant hereby accepts that Dazzled Cars initiation of all ACH transactions or equivalent to Merchant Bank Account have to conform to requirements of applicable banking laws. ACH payments take up to five (5) business days to become available in the Merchant Bank Account after administering.
- c. Once a Merchant has provided a good or service to a consumer using a Merchant Deal as consideration, Dazzled Cars is obliged to pay to the Merchant the Remittance Amount.
- d. The Remittance Amount is calculated by taking the Full Offer Value less any applicable fees and charges. Dazzled Cars charges a fee of 20% of the Full Offer Value in respect of Marketing Fees. Dazzled Cars reserves the right to negotiate this Marketing Fee with Merchants at Dazzled Cars discretion.
- e. The Remittance Amount to Merchant will be reduced by a credit card processing fee of up to 2.75%.
- f. Dazzled Cars will endeavour to remit all claims of fulfilled Merchant Deals to a Merchant within 30 days of the month end in which the Merchant Deal was redeemed providing the Merchant lodges a valid claim with Dazzled Cars.
- g. Merchant shall not endeavour to charge or collect compensation from any third-party payor, including but not limited to any insurer, health insurance plan, Medicare, Medicaid, or any other federal, state, provincial, territorial or local governmental program or entity ("Third-Party Payor"), for any of Merchant's services. Merchant will agree to the amounts obtained from Dazzled Cars as fee in full for all services provided by Merchant delivered pursuant to the Merchant Deal. Merchant is merely accountable for conforming with any contractual conditions inflicted by its contracts with Third-Party Payors, containing but not restricted to conditions connected to presenting discounted services.
- h. Tax Levy: On the occasion Dazzled Cars gets written notice of a validly issued state or federal tax levy associating to past-due taxes owed by Merchant, Dazzled Cars can, in agreement with applicable law, decrease by any such amounts from payments due to Merchant.
- i. The Merchant is accountable to ascertain what, if any, taxes relate to the payments Merchant makes or receives, and it is Merchant's duty to collect, report and remit the correct tax to the applicable tax authority. Dazzled Cars is not accountable for verifying whether taxes relate to Merchant's transaction with either Purchasers or Dazzled Cars, or for collecting, reporting or remitting any taxes occurring on or after any transaction with or by Merchant and Purchaser. Merchant might be requested to deliver Dazzled Cars with a valid Tax Identification Number for tax reporting purposes. An IRS Form 1099 may be issued in Merchant's name for the value of payments made. Notwithstanding anything else in this Agreement, Merchant shall be, and will remain, registered for sales, use and other similar tax collection purposes in all states and localities in which Merchant is required to be so registered in connection with the Merchant Deal and pursuant to the terms and redemption of the Voucher, and shall be accountable for paying any and all sales, use or any other taxes related to the Merchant Deal or the goods and services.

- j. Transaction Taxes: Merchant displays sole financial accountability for any and all sales, use, excise, general, GST, or other similar taxes, involving any interest penalties and additions related thereto, imposed on or result from the transactions intended by this Agreement between Dazzled Cars and Merchant ("Transaction Taxes"), if any. Dazzled Cars shall use the applicable Transaction Tax to the amounts it retains and/or other fees remitted to Dazzled Cars pursuant this Agreement. Transaction Taxes are evaluated using the Merchant's billing address and will be added on invoices. Tax rates are subject to change. If used, Transaction Taxes will be calculated at the time of each payment using the rates in effect under current law.
- k. Withholding Taxes: Dazzled Cars may be compelled by tax authorities to withhold taxes on behalf of Merchant. Dazzled Cars reserves the right to withhold any such taxes from amounts due to Merchant and to remit them to the applicable tax authority. Dazzled Cars may also be obliged to report the withholding tax payments to the tax authorities. Dazzled Cars shall supply confirmation of payment of withholding taxes to Merchant no later than 60 days following payment of the withholding taxes.

### 3. Consumer Data Restrictions

- a. **"Consumer Data"** signifies all identifiable information about consumers produced or gathered by Dazzled Cars or Merchant, involving, but not restricted to, consumers' name, delivery addresses, email addresses, phone numbers, consumer preferences and tendencies, and financial transaction data.
- b. Merchant shall use Consumer Data only to satisfy its redemption commitments in connection with the Merchant Deal as sanctioned by this Agreement. Merchant clearly agrees that any Consumer Data shall be used only for the intention (including, but not restricted to, the redemption of Vouchers and provision of products and services to consumers), and not to enhance a file or list owned by Merchant, or any third party. Merchant signifies, warrants and pledges that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose, unless required by applicable law. If Merchant involves any third party to assist its redemption commitments hereunder, Merchant will safeguard that such third party implements and abides by thorough security processes in treating any Consumer Data. If any Consumer Data is gathered by Merchant or a third party involved by Merchant to assist its redemption commitments hereunder, Merchant will safeguard that it or such third party adopts, posts and processes the Consumer Data in correspondence with its posted privacy policy and all applicable laws.
- c. Merchant should use Consumer Data in accordance with applicable law and Merchant's posted Privacy Policy, constraints specified in this Merchant Terms and Conditions Agreement on Merchant's use of Consumer Data do not apply to: (i) data from any consumer who is already a consumer of Merchant before the Effective Date, if such data was supplied to Merchant by such consumer separate of this Agreement or any business deal hereunder; or (ii) data provided by a consumer directly to Merchant who turns out to be a consumer of Merchant in association with such consumer explicitly opting in to receive communications from Merchant.
- d. Merchant will instantly report to Dazzled Cars if Merchant suspects any unconstitutional access to or use of Customer Data or any classified material of Dazzled Cars, and shall liaise with Dazzled Cars in the investigation of such breach and the mitigation of any damages. Merchant will bear all related expenditures encountered by Dazzled Cars to conform with

applicable laws (comprising, but not restricted to, any data breach laws) or commencing from any unauthorized access or attainment of Customer Data while such data is in Merchant's reasonable custody or control. Upon termination or expiration of this Agreement, Merchant will, as guided by Dazzled Cars, extinguish or return to Dazzled Cars all the Customer Data in Merchant's or any agent of Merchant's custody.

#### 4. Term and Termination

This Agreement will remain in effect until terminated by either party in agreement with this Section ("**Term**"). Dazzled Cars is certified to end this Agreement, at any period for any purpose, upon written notice to Merchant. Merchant is able to end this Agreement upon seven (7) business days prior written notice to Dazzled Cars. Termination of this Agreement will not in any way affect Merchant's responsibility to redeem any Voucher rendering to the terms of this Agreement, plus the commitment to honor the Voucher for the Amount Paid after the Expiry Date. Terms in this Agreement that are premeditated to survive termination will remain in full force and effect after the Term.

#### 5. Compliance with Gift Card, Gift Certificate and Abandoned Property Laws

Merchant agrees to conform with the Voucher terms and conditions as stated on the app and website, together with but not limited to the "FAQ's" [www.DazzledCars.com/FAQ's](http://www.DazzledCars.com/FAQ's) and to confirm that the Vouchers comply with all laws that govern vouchers, gift cards, coupons, and gift certificates, including but not limited to the United States Credit CARD Act of 2009 (if applicable) and any laws governing the imposition of expiration dates, service charges or dormancy fees and all Fine Print related to the Merchant Offering stated on the Voucher. Merchant is liable for conformity with any applicable escheat or abandoned or unclaimed property laws. Upon written request from Merchant, but only when demanded, Dazzled Cars will supply Merchant with information in Dazzled Cars ownership that the Merchant needs to conform to its responsibilities under this Agreement.

#### 6. Marketing

Dazzled Cars and its associated business partners may communicate with Merchant with concern to products, promotions, and other services that may be of interest to Merchant. Including email or other communications. Dazzled Cars may also seek Merchant's opinion for market research uses.

#### 7. Intellectual Property Rights

- a. Merchant grants to Dazzled Cars a non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) Merchant's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by Merchant (collectively, "**Merchant IP**"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by Merchant (collectively, "**Third Party IP**"), in each case in connection with the promotion and resale of the goods and services in all media or formats now known or hereinafter developed

("License"). Any use of the Merchant IP or Third Party IP as contemplated in this Agreement is within Dazzled Cars sole discretion.

- b. Merchant acknowledges and agrees that, as between the parties, Dazzled Cars owns all interest in and to the App, Website, Customer Data, Dazzled Cars trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the App, Website, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by Dazzled Cars or at Dazzled Cars direction, or assigned to Dazzled Cars, and any materials, software, technology or tools used or provided by Dazzled Cars to promote, resell or distribute the goods and services and conduct its business in connection therewith (collectively "**Dazzled Cars IP**"). Merchant shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the Dazzled Cars IP or any portion thereof, or use such Dazzled Cars IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution, except that Dazzled Cars grants Merchant a limited, non-exclusive, revocable, non-transferable, non-sub licensable license during the Term to use one copy of Dazzled Cars mobile merchant software application on a single mobile computer, tablet computer, or other device, solely for the purposes permitted by that software, and to make one copy of the software for back-up purposes. Merchant shall keep the Dazzled Cars IP confidential, and shall not prepare any derivative work based on the Dazzled Cars IP or translate, reverse engineer, decompile or disassemble the Dazzled Cars IP. Merchant shall not take any action to challenge or object to the validity of Dazzled Cars rights in the Dazzled Cars IP or Dazzled Cars ownership or registration thereof. Except as specifically provided in this Agreement, Merchant and any third party assisting Merchant with its obligations in this Agreement, are not authorized to use Dazzled Cars IP in any medium without prior written approval from an authorized representative of Dazzled Cars. Merchant shall not include any trade name, trademark, service mark, domain name, social media identifier, of Dazzled Cars or its affiliates, or any variant or misspelling thereof, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. Merchant shall not use or display any Dazzled Cars IP in a manner that could reasonably imply an endorsement, relationship, affiliation with, or sponsorship between Merchant or a third party and Dazzled Cars. All rights to the Dazzled Cars IP not expressly granted in this Agreement are reserved by Dazzled Cars.
- c. If Merchant provides Dazzled Cars or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about a Dazzled Cars product or service or otherwise in connection with this Agreement, any Dazzled Cars IP, or Merchant's participation in the Merchant Offering or Voucher, (collectively, "**Feedback**"), Merchant irrevocably assigns to Dazzled Cars all right, title, and interest in and to Feedback. In the event your assignment to Dazzled Cars is invalid for any reason, you hereby irrevocably grant Dazzled Cars and its affiliates a perpetual, paid-up, royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (i) use, reproduce, perform, display, and distribute Feedback; (ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. Merchant warrants that: (A) Feedback is Merchant's original work, or Merchant obtained Feedback in a lawful manner; and (B) Dazzled Cars and its sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. Merchant agrees to provide Dazzled Cars such assistance as Dazzled Cars might require to document, perfect, or maintain Dazzled Cars rights in and to Feedback.

## 9. Representations and Warranties

Merchant represents and warrants that: (a) Merchant has the right, power and authority to enter into this Agreement; (b) Merchant, if required by applicable law, is registered for sales and use tax collection purposes in all jurisdictions where Merchant's goods and services will be provided; (c) the Voucher, upon being delivered by Dazzled Cars, will be available immediately for redemption; (d) the terms and conditions of the Voucher, including any discounts or goods and services offered thereunder do not and will not violate any, local, state, provincial, territorial or federal law, statute, rule, regulation, or order, including but not limited to, any law or regulation governing the use, sale, and distribution of alcohol and any laws governing vouchers, gift cards, coupons, and gift certificates; (e) Merchant owns all interest in and to the Merchant IP and has licensing rights in (with the right to sublicense to Dazzled Cars) the Third Party IP, and has the right to grant the License stated in this Agreement; (f) the Merchant IP and the Third Party IP, the goods or services, Dazzled Cars use and promotion thereof, and the results of such goods or services, will not infringe, dilute, misappropriate, or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, rights in designs, or other intellectual property right or right of privacy or publicity of any third party or any applicable law, and does not and will not result from the misappropriation of any trade secret or the breach of any confidentiality obligations to any person or entity; (g) the Merchant IP and Third Party IP does not include any material that is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates any law; (h) the Vouchers and any advertising or promotion of Merchant's goods and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable law; (i) Merchant and its employees, contractors and agents have had the proper education and training and hold all required and up-to-date regulatory authorization, licenses and certifications relating to any Merchant Offering to provide the goods or services described in this Agreement; (j) Merchant's business information and direct deposit details as provided in this Agreement, indicating where payments should be forwarded are accurate and Merchant is the authorized entity to receive the funds forwarded by Dazzled Cars; (k) Merchant is not authorized to resell, broker or otherwise disclose any Customer Data (as defined in this Agreement) to any third party, in whole or in part, for any purpose, and Merchant is not authorized to copy or otherwise reproduce any Customer Data other than for the purpose of redeeming or verifying the validity of Vouchers in connection with this Agreement.

## 8. Indemnification

To the extent allowed under applicable law, Merchant agrees to defend, indemnify and hold Dazzled Cars, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorneys' fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Merchant of this Agreement, or the representations and warranties made in this Agreement; (b) any claim for state sales, use, or similar tax obligations of Merchant arising from the sale and redemption of a Voucher; (c) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; (d) any claim arising out of a violation of any law or regulation governing Merchant's goods

and/or services; (e) any claim arising out of Merchant's violation of law or regulation governing the use, sale, and distribution of alcohol; (f) any claim by a purchaser or anyone else arising out of or relating to the goods and services provided by Merchant, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim by a customer for the Amount Paid; and (h) any claim arising out of Merchant's misuse of Customer Data, or any violation of an applicable data privacy or security law. Dazzled Cars maintains the right to control its own defence and to choose and appoint its own defence counsel, regardless of the presence or absence of a conflict of interest between Dazzled Cars and Merchant. Merchant's duty to defend and indemnify Dazzled Cars includes the duty to pay Dazzled Cars reasonable attorneys' fees and costs, including any expert fees.

#### 9. Confidentiality

The terms for the Merchant Deal explained in this Agreement are confidential, and Merchant corresponds not to reveal the terms explained in this Agreement to any party (other than to its employees, parent companies, shareholders, lawyers and accountants if crucially necessary or as required by applicable public records and other law, if Merchant has taken the required provisions of the kind usually taken with confidential information to reserve the confidentiality of the information made obtainable to such parties). In the event of a breach, Dazzled Cars is eligible to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate).

#### 10. Limitation of Liability

Except for merchant's indemnification obligations hereunder, in no event is either party liable or obligated to the other party or any third party for any lost profits, lost business, special, incidental, exemplary, consequential, punitive, or indirect damages regardless of the form of action, whether in contract, tort or otherwise, even if informed of the possibility of any such damages in advance. Dazzled cars sole and complete liability to merchant for any claims arising out of or relating to this agreement, or any errors, omissions or misplacements of any voucher is limited to the amount of fees retained by dazzled cars hereunder for the preceeding six(6) months after final calculation and reconciliation of all refunds. This limitation of liability applies to the maximum extent permitted by applicable law and notwithstanding the failure of any limited remedy.

#### 11. Dispute Resolution

All disputes arising out of, or relating in any way to this Agreement, shall be resolved pursuant to **Section 12 Governing law & Dispute Resolution** contained in the **Terms and Conditions**

#### 12. Other

- a. The parties are independent contractors. Nothing in this Agreement is to be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other in any way.

- b. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
- c. Merchant is not authorized to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Dazzled Cars prior written consent. Any waiver must be in writing and signed by an authorized signatory of Dazzled Cars. Dazzled Cars is authorized to transfer or assign this Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to Merchant.
- d. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected.
- e. Except as expressly stated in this agreement, neither party makes any representations or warranties, express nor implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Dazzled cars does not warrant or guarantee that the services offered on or through the website will be uninterrupted or error-free, that the vouchers are error-free, or that any merchant offering will result in any revenue or profit for merchant.