

hereMe! – Terms of Use

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The purpose of the hereMe! internet web service and the hereMe! mobile application ("**hereMe!**") is to create a social community based on locations. hereMe! is operated by HereMe LLC, whose principal place of business is

HereMe LLC, 20801 Biscayne Boulevard, 4th Floor, Aventura, Florida 33180, USA,

and its corporate affiliates (collectively the "**Company**").

By accessing or using our web site at <http://www.myhereme.com> or the hereMe! service on mobile phones thereof (together the "**Service**" or the "**Site**") or by posting a Share Button on your site, you (the "**User**" or "**you**") signify that you have read, understand and agree to be bound by these Terms of Use ("**Terms of Use**" or "**Agreement**"), whether or not you are a registered member of hereMe!. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Acceptance of hereMe! Terms of Use

- 1.1 By using and/or visiting this Service (collectively, including all content and functionality available through <http://www.myhereme.com> domain name or the respective mobile application (the "**hereMe! Service**"), you signify your agreement to (1) these terms and conditions (the "**Terms of Use**") and (2) hereMe!'s Privacy Policy, found at <http://www.myhereme.com/> and incorporated here by reference. If you do not agree to any of these terms or the hereMe! Privacy Policy, please do not use the hereMe! Service.
- 1.2 The Terms of Use form a legally binding agreement between you and hereMe! in relation to your use of the Service. It is important that you take the time to read them carefully.
- 1.3 The Terms of Use apply to all users of the Service, including users who are also contributors of any content, information and other materials or services of or to hereMe!.

2. Accepting the Terms of Use

- 2.1 In order to use the Services, you must firstly agree to the Terms of Use. You may not use Services if you do not accept the Terms of Use.
- 2.2 You can accept the Terms of Use by simply using the Services. We understand and agree that hereMe! will treat your use of the Services as acceptance of the Terms of Use from that point onwards.
- 2.3 You may not use the Services and may not accept the Terms of Use if (i) you are not of legal age to form a binding contract with hereMe!, or (ii) you are a person who is either barred or otherwise legally prohibited from receiving or using the Services under the laws of the country in which you are resident or from which you access or use the Services.
- 2.4 You should print off or save a local copy of the Terms of Use for your records.

3. Language of the Terms of Use and Translations

- 3.1 Where hereMe! provides you with a translation of the English language version of the Terms of Use, then the translation is provided for your convenience only and you agree that the English language version of the Terms of Use will govern your relationship with hereMe!.
- 3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Changes to the Terms of Use

Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version <http://www.myhereme.com/>. hereMe! may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

5. hereMe! Accounts

5.1 In order to access some features of the Service, you will have to create a hereMe! account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify hereMe! immediately of any breach of security or unauthorized use of your account.

5.2 Although hereMe! will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of hereMe! or others due to such unauthorized use.

6. Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including designs, text, graphics, pictures, video (both, live streamed and/or recorded), audio (both, live streamed and/or recorded), information, applications, software, music, sound and other files, and their selection and arrangement (the "**Content**"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post by the hereMe! Service. Provided that you are eligible for use of the hereMe! Service, you are granted a limited license to access and use the Service and Content and to download or print a copy of any portion of the Service Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or

compilation, and any other use of the Content is strictly prohibited. Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

7. Trademarks

Any trademarks and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

8. User Conduct

8.1 You understand that, except for advertising programs offered by us, the Service is available for your personal, non-commercial use only. You represent, warrant and agree that you will use the Site and Service consistent with all applicable laws and regulations and the rights of others, that you will take reasonable precautions in all interactions with other hereMe! users, that you will exercise caution and take care in all of your activities in connection with the Site and Service and that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

8.2 In addition, you agree not to use the Service to:

- harvest or collect e-mail addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications;

- use the Service in any unauthorized or unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service;
- upload, post, stream, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, stream, transmit, share, store or otherwise make available any content (e.g., without limitations, video (both, live streamed and/or recorded), audio (both, live streamed and/or recorded), photo, text or any other content) other than those of a personal nature;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, stream, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; upload, post, stream, transmit, share, store or otherwise make publicly available with the Service any private information of any third party, including, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 17 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, stream, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;

- upload, post, stream, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service.
- upload, post, stream, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Company or its users to any harm or liability of any type.

8.3 In case of an infringement of this Sec. 8 by you and without limiting any other remedies hereMe! may have, hereMe! has the right to terminate your account and/or use of the Site and Service without prior notice.

9. User Content posted with the Service

9.1 You are solely responsible for the photos, profiles (including your name, image, and likeness), messages, notes, text, information, music, video (both, live streamed and/or recorded), audio (both, live streamed and/or recorded), advertisements, listings, and other content that you upload, stream, publish or display (hereinafter, "**post**") on or through the Service, or transmit to or share with other users (collectively the "**User Content**"). You may not post, transmit, or share User Content with the Service that you did not create or that you do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the content and may delete or remove (without notice) any Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of the Company violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store or provide to the Company.

9.2 When you post User Content, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content by the Service. By posting User Content, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or

in connection with the Service or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Service at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content. hereMe! does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms of Use, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

10. hereMe! Mobile Services

The Service includes certain services that are available via your mobile phone, including (i) the ability to upload content to hereMe! via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to hereMe! messages, to poke and receive pokes and to write wall posts using text messaging (Mobile Texts), (iii) the ability to browse hereMe! from your mobile phone (Mobile Web), and (iv) the ability to access certain hereMe! features through a mobile application you have downloaded and installed on your mobile phone (Mobile Client) (collectively the "**Mobile Services**"). We do not charge for the download and the installation of these Mobile Services if not otherwise expressly agreed between you and us. However, even if such agreement between you and us has not been concluded, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding hereMe! and other entities 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 hereMe! account information to ensure that your messages are not sent to the person that acquires your old number.

11. Copyright Complaints and Repeat Infringer Policy

- 11.1 We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the hereMe! website or service any materials that violate another party's intellectual property rights. When we receive proper Notification of

Alleged Copyright Infringement as described in our hereMe! Copyright Policy (incorporated here by reference), we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our customer care via abuse@myhereme.com. Please see our hereMe! Copyright Policy under <http://www.myhereme.com> for more information on how to report infringement of your copyright.

- 11.2 In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. Third Party Websites and Content

The Service contains (or you may be sent through the Service) links to other web sites ("**Third Party Sites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "**Third Party Applications, Software or Content**"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

13. Share Service

Company offers a feature whereby users of the Service can share with others or post to their own member profile, videos, articles and other Third Party Applications, Software or Content from, and/or links to, Third Party Sites through the Service (the "**Share Service**"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Applications, Software or Content shared through the Share Service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

14. Use of Share Links by Online Content Providers

- 14.1 Subject to the terms and conditions of these Terms of Use, Third Party Sites that meet the requirements set forth below may place a Share Link (as described below), in the form approved by Company, on pages of their web sites to facilitate use of the Share Service. A Third Party Site that posts a Share Link on its web site is referred to herein as an "**Online Content Provider**" and shall abide and be subject to the applicable sections of these Terms of Use. A "**Share Link**" is a button and/or a text link appearing on an Online Content Provider's page that, upon being clicked by a user, enables us to launch a sharing mechanism through which users can share with others or post to their own member profile, links and content from that page.
- 14.2 In the event that the Share Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of the Company, Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Share Link on Online Content Provider's site and solely in the current form provided by the Company. In the event that the Share Link is a text link, it must include the word "hereMe!" as part of the link. The rights granted in this paragraph may be revoked by Company at any time with or without cause in its sole discretion, and upon such termination, Online Content Provider agrees to immediately remove all Share Links from its site.
- 14.3 In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain any web content that if shared or posted by a user would be a violation of the user conduct rules set forth above. Without limiting the forgoing, Online Content Provider agrees not to post a Share Link on any web site that contains, and represents and warrants that such service does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its users to any harm or liability of any type. Upon including of a Share

Link, Online Content Provider agrees to defend, indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Share Link, any links, content or other items or materials which may be shared or posted through such Share Link, or any breach or alleged breach of the foregoing representations and warranties.

- 14.4 By including a Share Link, Online Content Provider automatically grants, and represents and warrants that it has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use the Share Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarize, and distribute the content, links and other materials of any kind residing on any web pages on which Online Content Provider places the Share Link.

15. User Disputes

You are solely responsible for your interactions with other hereMe! users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

16. Privacy

We care about the privacy of our users. Click <http://www.myhereme.com> to view the hereMe!'s Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

17. Disclaimers

- 17.1 The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted by the Service or in connection with the Service, whether posted or caused by users of the Service, by hereMe!, by third parties or by any of the equipment or programming associated with or utilized by the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share by the Service and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter by the Service or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of Service.

- 17.2 Despite hereMe!'s safety and privacy controls, hereMe! cannot guarantee that the site is entirely free of illegal, offensive, pornographic or otherwise inappropriate material, or that its members will not encounter inappropriate or illegal conduct from other members. Consequently, you may encounter such content and conduct. You can help hereMe! by notifying us of any nudity, pornography, harassment or unwelcome contact by clicking on the "Report Abuse" link located on pages throughout the site. hereMe! will use its best efforts to review reports made through this site reporting tool within 24 hours and remove any content that is deemed to have violated the Statement of Rights and Responsibilities. If warranted hereMe! will also warn or disable the user responsible for posting the abusive content. Where complaints about nudity, pornography, harassment or unwelcome contact are made by independent e-mail to abuse@myhereme.com, hereMe! will acknowledge receipt of the complaint and begin to address it within 24 hours. hereMe! will respond to the reporter within 72 hours of receiving the e-mail complaint to inform them of the steps hereMe! has taken to address it. We ask that all users to report suspicious people and inappropriate content they encounter on hereMe!.
- 17.3 The Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer or mobile device, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Service, any User Content or Third Party Applications, Software or Content posted on or through the Service or transmitted to Users, or any interactions between users with the Service, whether online or offline.
- 17.4 THE SERVICE (INCLUDING THE MOBILE SERVICES, THE SHARE SERVICE AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE

SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE DEVICE) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

- 17.5 The Company reserves the right to change any and all content, software and other items used or provided by any Services offered at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

18. Limitation on Liability

- 18.1 IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED BY THE SERVICE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU

ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

- 18.2 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

19. Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted by the Service and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason, or no reason, at any time in its sole discretion, with or without notice.

20. Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Florida, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Florida.

21. Arbitration

- 21.1 YOU AND COMPANY AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except to the extent that either of us has in any mariner infringed upon or violated or threatened to infringe upon or violate the

other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought.

21.2 Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

21.3 To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) years after the cause of action arose.

22. **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Service (including through the Share Service), your use of the Service, your conduct in connection with the Service or with other users of the Service, or any violation of this Agreement or of any law or the rights of any third party.

23. **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("**Submissions**"), provided by you to Company are

non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

24. Definitions and Constructions

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms of Use with the initial letter(s) capitalized will have the meaning attributed to them in these Terms of Use.

25. Other

These Terms of Use constitute the entire agreement between you and Company regarding the use of the Service, superseding any prior agreements between you and Company relating to your use the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.