



TERMS AND CONDITIONS OF USE OF CATERPEDIA ACCOUNT

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Please read the Terms and Conditions carefully, as your use of your Account ("Site") constitutes your acceptance of the Terms and Conditions. Do not use the Site if you are unwilling or unable to be bound by the Terms and Conditions. These Terms and Conditions are in addition to the standard Terms of Use.

1. DEFINITIONS

a) A "user" is someone who accesses, browses, crawls or in any way uses the Site. The terms "you" and "your" refer to you, as a user of the Site. The terms "we", "us", "our" refer to CATERPEDIA and its affiliated companies;

b) "Content" means text, images, photos, audio, video, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to or through the Site, such as ratings, reviews, compliments, invitations, and information that you display as part of your account profile. "User Content" means Content that users submit or transmit to or through the Site. "CATERPEDIA Content" means Content that we create and make available on the Site. "Third Party Content" means Content that is made available on the Site by parties other than CATERPEDIA or its users. "Site Content" means all of the Content that is made available on the Site, including Your Content, User Content, Third Party Content, and CATERPEDIA Content.

2. PERMITTED USE

2.1 Your use of the Site shall indicate your consent to be legally bound by, and comply with, all of the following terms and conditions. By using the Site, you represent and warrant that you have full right, power, and authority to execute, deliver and fully perform you obligations under this Agreement. CATERPEDIA may periodically modify and supplement these Terms and Conditions and the notice provided to you will be the updating of these Terms and Conditions. You are responsible for regularly checking these Terms and Conditions for revision. All amended Terms become effective upon our posting to the Site and any use of the Site after such revisions have been posted signifies your consent and agreement to the modified Terms and Conditions.



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2.2 You may be required to register and create an account ("Account") with the Site in order to access certain features of the Sites. Information gathered through the registration process and information related to your account will be subject to these Terms and Conditions as well as to our Privacy Policy you represent and warrant that all information provided by you when creating an Account is true, accurate and complete and that you will maintain, at all times, true, accurate and complete information related to your Account. You represent and warrant that you are at least 13 years old. You agree to take full responsibility for maintaining the confidentiality of your account under name, password, and all related activity that occurs under your account user

name. If you violate these Terms and Conditions, CATERPEDIA may, at its sole discretion, terminate your account, remove or modify any account-related content or access, or take any other action that CATERPEDIA deems appropriate. We are under no obligation to retain a record of your Account or any data or information that you may have stored by means of the Account.

2.3 You agree that you are only authorised to visit, view, and retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify, adapt, create derivative works, appropriate, reproduce, or otherwise distribute, sell, trade, or in any way exploit the materials of this Site or any use, or for any purpose other than as described in these Terms and Conditions.

3. USER CONTENT

3.1 You agree that Content you will post will not:

- Be offensive, harmful and/or abusive, including but not limited to, contain images depicting or language containing expletives or profanities, obscenities, harassment, vulgarities, sexually explicit material or that promotes bigotry or discrimination against protected classes (e.g., racist/discriminatory speech or imagery.)
- Accuse others of illegal activity, or describe physical confrontations and/or sexual harassment.
- Be of a nature that does not address the goods and services, atmosphere, or other attributes of the business or have no qualitative value (including, but no limited to, spam, chain or other mass messaging).



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- Violate any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights.
- Be inappropriate based on the applicable subject matter.
- Contain personal information or messages including email addresses, URLs, phone numbers and postal addresses.
- Be commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes or other advertising materials.
- Contain material that violates the standards of good taste or the standards of this Site.
- Contain material that is illegal, or that violates any federal, state, or local law or regulation.
- Contain language or images intended to impersonate other users (including names of other individuals) or offensive or inappropriate user names or signatures.
- Contain material that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.

3.2 Any User Content submitted shall be owned exclusively and perpetually by CATERPEDIA. As such, CATERPEDIA may store, reproduce, adapt, modify, format, delete, translate, transmit, use, disclose, sublicense, manipulate, prepare derivative works, publish, publicly perform, publicly display, distribute and communicate any and all User Content, without any obligation, notification or compensation to you. You agree and acknowledge that CATERPEDIA and its affiliates have the full right and authority to use User Content for any purpose related to the Site, including the marketing, sale, syndication, and development of the Site and any successors thereto. CATERPEDIA has the right and authority to make the User Content available to sublicense to other companies, organizations or individuals.

3.3 You agree and acknowledge that CATERPEDIA and its affiliates may modify, adapt, reformat, and otherwise alter or make use of your User Content in such manner as may be required to conform User Content to standards, protocols, formats and requirements related to the Site and any medium by which they are accessible currently or prospectively. You agree and acknowledge that CATERPEDIA



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and its affiliates may transmit or distribute the User Content in all formats and mediums over various networks.

3.4 CATERPEDIA is under no obligation to review any User Content submitted, posted or otherwise displayed on the Site and assumes no responsibility or liability relating to any such User Content. You may not imply that any User Content is any way sponsored or endorsed by CATERPEDIA. CATERPEDIA reserves the right, but not the obligation, to refuse to post or remove any User Content at our sole and absolute discretion.

4. SITE AVAILABILITY

4.1 From time to time and without prior notice to you, we may change, expand and improve the Site. We may also, at any time, cease to continue operating part or all of the Site or selectively disable certain aspects or portions of the Site. Any modification or elimination of the Site will be done in our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the Site does not entitle you to the continued provision or availability of the Site.

5. HOW YOU MAY USE SITE CONTENT

5.1 By using the Site, you agree that you will not copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute or publicly display any of the Site Content (except for your own personal, non-commercial use) from the Site. In addition, you will not use the Site Content for any unauthorized non-commercial marketing and promotional campaigns, target or mass solicitation campaigns or political campaigning.

5.2 You are prohibited from data mining, scraping, crawling, or using any robot, other automatic device, script, technology or processes that send automated queries to the Site, or from using other similar methods and tools to gather or extract data from the Site.

5.3 You may not use the Site to compile data (or any other portion of the Site Content), in a manner that is used or usable by a competitive listing product or service. You may not use any device, software or routine to interfere or attempt to



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interfere with the proper functioning, operation, usage and display of the Sites by any other authorized users and third parties.

5.4 You are prohibited from modifying or obscuring the manner in which the Site is displayed or used, including framing, scraping or any other technique that would alter the visual display of the Site or Site Content. You may not obscure advertisements displayed as part of the Site, nor modify the advertisements and listings in a way that is unauthorized. Unless expressly authorized by CATERPEDIA in our sole and absolute discretion, you may not link to the Site (including deep linking to a specific portion of the Site). You are not permitted to script searches or search results of the Site in a manner that results in the automated display of Site Content on a third party website.

6. RATINGS AND REVIEWS

6.1 Each business listing is subject to Ratings and Reviews by users.

6.2 CATERPEDIA is not responsible for and assumes no liability for user's conduct on or use of the Ratings and ReviewsSection, including the content published by the users (such content, "User Content"). CATERPEDIA does not and cannot control or monitor the Reviews (User Content) and CATERPEDIA does not endorse any Reviews (User Content), nor do the opinions expressed in the User Content represent the opinions of CATERPEDIA, its affiliates, or any of its or their officers, directors, employees, contractors or shareholders.

7. TERMINATION

7.1 You are under no obligation to use or continue to use the Site and may at any time temporarily or permanently cease using the Site.

7.2 We may, at any time in our sole discretion, (i) suspend or terminate your access to and use of the Site or any of their features in response to a breach of the Terms and Conditions, or for any other reason; (ii) move, edit, delete or destroy any materials that you provide or deliver to the Site; (iii) access, preserve, or disclose any materials that you provide or deliver to the Site; or (iv) take any other remedial action available at law in response to a breach of this Agreement.



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8. INDEMNIFICATION

8.1 You agree to indemnify and hold CATERPEDIA, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Site, (ii) your violation of the Terms and Conditions, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. CATERPEDIA reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of CATERPEDIA. CATERPEDIA will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

9.1 Any use of the Site, reliance upon any of the Site Content, and any use of the Internet generally shall be at your sole risk. CATERPEDIA disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or the Site Content accessible by use of the Site.

9.2 The site (including site content and information posted and accessible therein) are provided "as is" and "as available" without warranty of any kind, either express or implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Caterpedia disclaims, to the fullest extent permitted under law, any warranties regarding the security, reliability, timeliness, accuracy and performance of the site. Caterpedia does not warrant that any defects or errors will be corrected; or that the site is free of viruses, errors, other harmful components, or will be uninterrupted.

9.3 In no event shall Caterpedia be liable to any user on account of such user's use, misuse or reliance on the site for any damages whatsoever, including direct, special, punitive, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data whether brought in warranty, contract, intellectual property infringement, tort (including negligence) or other theory, even if



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not assume any legal liability or responsibility for the accuracy, completeness, timeliness or usefulness of any information, apparatus, product or process disclosed on the site or other site content accessible from the site.

9.4 The user of the site assumes all responsibility and risk for the use of this site and the internet generally.

10. MISCELLANEOUS

10.1 The Site may include links to other websites (each, a "Third Party Site"). We do not control or endorse any Third Party Site, and you agree that we are not responsible for the availability of content of such Third Party Sites. The content and information you provided to a Third Party Site may be shared and used on the Site in accordance with our Privacy Policy. Should you not want the content and information you provided to a Third Party site shared and used on the Site, you should adjust your privacy and application settings accordingly on the Third Party Site. In no event shall CATERPEDIA be liable to you for the use of the content and information provided by a Third Party Site.

10.2 If there is any dispute about or involving the Site, you agree that any such dispute will be governed by the rules of the state.