

# USEED - Terms of Service

USEED, Inc. (“USEED”) maintains this web site (the “USEED Site”) as a service to: its visitors; its clients who create websites (“Client Websites”) using USEED services (“Services”) through a separate Services Agreement (“Clients”); and visitors to Client’s Websites, (visitors, Clients, and visitors to Client’s Websites are collectively referred to as, the “Users” and individually as “User”).

Please review the following terms and conditions carefully. This Terms of Use Agreement (the “Terms of Use”) is a legally binding contract between each User and USEED regarding User’s access to and use of the USEED Site and Client’s Websites (collectively, the “Sites”) and any use by User of the Services. By accessing the Sites, the User agrees to these Terms of Use. If a User does not agree with any part of the following Terms of Use, User must not use the Sites.

**1. Registration, Accounts, Passwords and Use.** The Services or USEED Site may require registration. Should a User choose to register for such Services, User agrees to provide accurate and current information as required by the relevant registration process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. Further, User agrees to notify USEED of any unauthorized use of User’s password or account. The Sites are intended for use by individuals 13 years of age or older. If you are under 18, you may use the Site only with involvement of a parent or guardian who agrees to be bound by these Terms of Use.

**2. Ownership.** The USEED Site is the property of USEED, its licensors and/or its various third party providers and distributors. The USEED Site is protected by copyright, trademark and other intellectual property laws. User must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and User agrees not to alter, obscure or obliterate any of such notices. Unless otherwise set forth in these Terms of Use, none of the content or data found in the USEED Site may be copied, reproduced, republished, sold, transferred, modified or distributed in any way without the prior written consent of USEED, its licensors and/or its third party providers and distributors. Trademarks, logos, images and service marks displayed on the USEED Site is the property of either USEED or other third parties. Users agree not to display or use any USEED or third party marks without prior written consent of USEED or the appropriate third party licensor.

**3. Privacy.** For information on how User information is collected, used and disclosed by USEED, please consult the Privacy Policy.

**4. Change of Terms of Use.** From time to time USEED may revise or modify these Terms of Use by posting the revised Terms of Use through a link on the USEED Site. Users will be bound by the revised Terms of Use for all subsequent uses of this Service after such modifications have been made. If User does not agree to any of the Terms of Use set forth herein, User may not use this Service.

**5. User Content.** The USEED Site may allow User to post information, text, data, photographs, audio, video, images, graphics, logos, trademarks, service marks, and other materials (collectively “ User Content”) to the Sites. User understands that all of the User Content and the consequences of such posting User Content is User’s sole responsibility and is subject to the Terms of Use and the USEED Privacy Policy.

User understands that by using the USEED Site, User may be exposed to User Content that may be offensive or objectionable to User. USEED may, but is not obligated to, preview or review any User Content and, in its sole discretion, may block or may remove from the Sites, without notice, any User Content that violates the Terms of Use or is otherwise objectionable.

However, failure to block or remove any User Content is not an endorsement, warranty, representation, or guarantee regarding such User Content.

User represents and warrants that the User Content does not infringe the copyright, trademark, publicity/privacy right or other intellectual property or proprietary right of any third party.

By posting, uploading or otherwise distributing the User Content on the USEED Site, User hereby grants (and represent and warrant that User has all necessary rights to grant) to USEED a perpetual, sublicenseable, transferable, world-wide, non-exclusive, royalty free, license to all User's rights in the User Content (including moral rights) for all purposes, including but not limited to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, display, perform, or derive revenue or other remuneration from such User Content and incorporate such User Content into other works in any form, media or technology.

By providing User Content to the USEED Site, User hereby permits USEED to identify User as the provider of such User Content in any form, media and technology. User may revoke this license in regard to the right to display the User Content by removing the User Content from the USEED Site.

User agrees that USEED has no liability or responsibility for the storage or deletion of any User Content that User submits or posts through the Sites.

**6. Rules and Conduct.** Any information; ideas or opinions posted by Users of the Service or USEED Site does not necessarily reflect USEED's views. USEED does not assume responsibility for the accuracy of any information, ideas or opinions posted by Users and are not liable for any claims, damages or losses resulting from such information, ideas or opinions. When posting any information, materials or content User agrees that User will not:

- Harass, defame, intimidate or threaten another user;
- Interfere with another user's rights to privacy;
- Post any material that is defamatory (i.e., disparaging to the reputation of an individual or business);
- Post any material that is obscene, offensive or indecent;
- Post any trademarks, logos, copyrighted material or other intellectual property without the authorization of the owner;
- Operate, conduct, or promote, directly or indirectly, raffles, lotteries or other similar gaming activities, whether for charitable purposes or otherwise;
- Post any materials that may damage the operation of a computer (such as a virus, worm or Trojan horse);

User must at all times use the Sites and the Service in a responsible and legal manner. In particular (but not exclusively) User must not do any of the following: misrepresent User's identity or User's affiliation with any other person or organization; send junk email or spam to people who do not wish to receive mail from User; delete or falsify any attributions, trademarks or designations of source from any website content; or interfere with or disrupt the service or services or networks connected to the Service or Sites; collect or store personal data about other users including email addresses without consent. User agrees that User will comply with all applicable local, state and federal laws, statutes and regulations regarding use of the Sites and Services.

**7. Dealing with Third Parties.** The USEED Site may provide links to third-party websites or services and may link User automatically to sponsors' or third party's websites or services. USEED provides such links solely for the convenience of Users. USEED does not review or endorse, and are not responsible for, any content, advertising, products, services or other materials on or available from such websites or services. User assumes full responsibility for

User's use of third-party websites or services.

**8. Exclusion of Warranty.** THE SITES, SERVICES, AND THE CONTENTS THEREIN AND/OR THE CONTENT PROVIDED BY GOUSEED.COM, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability.** GOUSEED.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION OR THE LIKE) ARISING OUT OF THE USE OF THE SITES OR SERVICES.

**10. Indemnification.** Users are entirely responsible for maintaining the confidentiality of passwords and accounts. Furthermore, Users are entirely responsible for any and all activities that occur under their account. User agrees to indemnify, defend and hold harmless USEED, its parents, affiliates and subsidiary companies, shareholders, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from User's use of the Services, the violation by User of the Terms of Use or the infringement by User of any intellectual property or other right of any person or entity. User agrees to immediately notify USEED of any unauthorized use of User's account or any other breach of security known to User.

**11. International Use.** The USEED Site is controlled and operated from within the United States. USEED makes no representation that the USEED Site is appropriate or available in locations outside of the United States. Those who choose to access the USEED Site from other locations do so at their own risk and are responsible for compliance with applicable laws.

**12. Termination.** USEED reserves the right, at its sole discretion, to immediately, with or without notice, suspend or terminate User's registration, the Terms of Use, and/or User's access to all or a portion of the USEE Site and/or remove any registration information or User Content from the USEED Site, for any reason. Upon termination or expiration of the Terms of Use, User's obligations and USEED's rights and disclaimers survive, but User's right to use the USEED Site immediately ceases.

**13. General Provisions.** These Terms of Use will be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of laws rules. Any provision of these Terms of Use that is held to be invalid or unenforceable will be deleted and replaced by a valid and enforceable provision which achieves, as far as possible, the same objectives as the severed provision was intended to achieve. The remaining provisions of these Terms of Use shall continue in full force and effect. Except to the limited extent set forth herein, neither these Terms of Use, nor any terms contained herein, shall be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. User may not assign, sublicense or otherwise transfer any right or obligation set forth herein without USEED's prior written consent. Any purported assignment in violation of the preceding sentence is void and of no effect. These Terms of Use are binding upon the parties' respective successors and permitted assigns. No failure of USEED to exercise or enforce any of its rights hereunder will act as a waiver of such rights. Except as otherwise expressly provided herein, all remedies provided for herein shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.