

USEED – Terms of Service

USEED Inc. (USEED) maintains the USEED website as a service to its visitors, to its clients who create websites using USEED services through a separate service agreement and to visitors to client's websites. USEED site visitors, clients and visitors to clients' websites are herein referred to collectively as the *users* and individually as the *user*.

Please review these terms and conditions carefully. This terms of service agreement is a legally binding contract between all users and USEED for access to and use of USEED and client websites and services provided to users. By accessing the sites, users agree to these terms of service. If a user is not in agreement with any elements of the below terms, the user must not use the sites. By accessing the sites, users agree to the terms of this agreement.

1. Registration, accounts, passwords and use. The USEED site and services may require users to register. By registering, users agree to provide accurate information as required for registration and to promptly provide any updated information to ensure registration information is accurate, current and complete. Further, users agree to notify USEED of any unauthorized use of a user's password or account. USEED sites are intended for use by individuals 13 years of age or older. Users under 18 years of age must have the approval of a parent or guardian to use the sites; the parent or guardian agrees to be bound by USEED's terms of service.

2. Ownership. The USEED site is the property of USEED, its licensors and any third-party providers or distributors. The USEED site is protected by copyright, trademark and other intellectual property laws. Users must retain all copyright and trademark notices and any other proprietary notices contained in USEED materials, and users agree not to alter, obscure or obliterate any such notices. Unless otherwise indicated in these terms of service, no content or data on the USEED site can be copied, reproduced, republished, sold, transferred, modified or distributed in any way without the prior written consent of USEED, its licensors and any third-party providers or distributors. Trademarks, logos, images and service marks displayed on the USEED site are the property of either USEED or third party licensors. Users agree not to display or use any of these elements without prior written consent of USEED or the appropriate third-party licensor.

USEED is continually improving its products and services based on feedback from its users. Users agree to transfer and assign to USEED any and all intellectual property and other inventions developed by USEED in connection with any services that USEED may provide to the user. Any such inventions are deemed to be owned entirely by USEED for all purposes. Each user agrees to transfer to USEED all future rights to any inventions regardless of whether any such invention is deemed a "work made for hire" under applicable laws and to execute any and all required documents, agreements, or instruments of assignment, etc. that USEED may reasonably request in order to assign such inventions to USEED.

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

4. Changes to terms of service. USEED may revise or modify these terms of service from time to time by posting revised terms of service on the USEED site. Users are bound by revised terms of service once such modifications have been made and posted. If the user does not agree to any of the terms of service set forth therein, the user cannot use this service.

5. User content. Users can post information, text, data, photographs, audio, video and other images, graphics, logos, trademarks, service marks and other materials (content) on the USEED

site. Users understand that all user content, and the consequences of posting this content, is the sole responsibility of the user and is subject to the terms of service and the USEED Privacy Policy.

By accessing the USEED site, users understand they may be exposed to user content they find offensive or objectionable. USEED may, but is not obligated to, preview or review any user content and, at its sole discretion, block or remove without notice any user content that violates these terms of service or is otherwise objectionable. However, failure of USEED to block or remove any user content is not to be considered an endorsement, warranty, representation or guarantee by USEED of such content.

Users represent and warrant that their content does not infringe the copyright, trademark, publicity or privacy rights or other intellectual property or proprietary right of any third party.

By posting, uploading or otherwise distributing content on the USEED site, users hereby grant (and represent and warrant that they have all necessary rights required to so grant) to USEED a perpetual, sub-licensable, transferable, worldwide, nonexclusive, royalty-free license to all the user's rights in the user's content (including moral rights) for all purposes including, but not limited to, copying, reproducing, modifying, adapting, publishing, editing, translating, creating derivative works, transmitting, distributing, displaying, performing or deriving revenue or other remuneration from such user content as well as incorporating such user content into other works, in any form, media or technology.

By posting content to the USEED site, users hereby authorize USEED to identify them as the provider of such content in any form, media or technology. Users may revoke the license for USEED to display their content by removing their content from the USEED site.

Users agree that USEED is not liable or responsible for the storage or deletion of any of the content submitted or posted through the sites by users.

6. Rules and conduct. Any information, ideas or opinions related to the service or USEED site posted by users do not necessarily reflect the views of USEED. USEED does not assume responsibility for the accuracy of any information, ideas or opinions posted by users and is not liable for any claims, damages or losses resulting from such information, ideas or opinions. Users agree that when posting any information, materials or content, they 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 proper authorization of the owner
- Operate, conduct or promote, either directly or indirectly, raffles, lotteries or other similar gaming activities, for charitable purposes or otherwise
- Post any materials that may cause damage to or affect the operation of a computer (e.g., a virus, worm, Trojan horse)

At all times, users must use the sites and service in a responsible and legal manner. In particular, users must not misrepresent the user's identity or user's affiliation with any other person or organization; send junk email or spam to those who do not wish to receive mail from the user; remove or falsify any attributions, trademarks or designations of source from any website content; interfere with or disrupt the service or services or networks connected to the service or sites or collect or store personal data about other users, including email addresses, without the other users'

consent. Users agree to comply with all applicable local, provincial and federal laws, statutes and regulations regarding the use of the sites and services.

7. Dealing with third parties. The USEED site may include links to third-party websites or services and may automatically connect the user to the websites or services of sponsors or third parties. USEED provides such links solely for the convenience of users. USEED does neither reviews nor endorses, and is not responsible for, any content, advertising, products, services or other materials on or available via such websites or services. Users assume full responsibility for their use of third-party websites or services.

8. Exclusion of warranty. THE SITES, SERVICES AND CONTENT THEREIN AND THE CONTENT PROVIDED BY USEED.NET ARE PROVIDED AS IS AND AS AVAILABLE, AND ALL WARRANTIES—EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DENIED.

9. Limitation of liability. USEED.NET IS 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 FROM THE USE OF THE SITE 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 occurring within their account. Users agree to indemnify, defend and hold harmless USEED, its affiliates and parent and subsidiary companies, shareholders, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages or costs (including, but not limited to, legal fees) arising from the user's use of the services, violation of the terms of service or the infringement of any intellectual property or other right of any person or entity. Users agree to immediately notify USEED of any unauthorized use of their account or any other breach of security known to users.

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 the United States. Users who access the USEED site from locations outside the United States do so at their own risk and are responsible for compliance with applicable laws.

12. Termination. USEED reserves the right, at its sole discretion, with or without notice, to immediately suspend or terminate a user's registration, the terms of service or a user's access to all or a portion of the USEED site and to remove any registration information or user content from the USEED site, for any reason. Upon termination or expiration of the terms of service, users' obligations and USEED's rights and disclaimers survive, but users' right to use the USEED site ceases immediately.

13. General provisions. These terms of service are 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 service held to be invalid or unenforceable will be deleted and replaced by a valid and enforceable provision that achieves, as far as possible, the same objectives as the prior provision. All remaining provisions of these terms of service will continue in full force and effect.

Except to the limited extent set forth herein, neither these terms of service nor any element therein are to be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. Users may not assign, sublicense or otherwise transfer any right or obligation set forth herein without USEED's prior written consent. Any violation of this term is void and of no effect. These terms of service are binding on the parties' respective successors and permitted assignees. Failure of USEED to exercise or enforce any of its rights hereunder does not act as a

waiver of such rights. Except as otherwise expressly provided herein, all remedies provided for in these terms of service are cumulative and in addition to, not in lieu of, any other remedies available to either party at law, in equity or otherwise.