

# Website User Agreement

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING WWW.FRANCHISEFITOUT.COM WEBSITE, HEREFORTH REFERRED TO AS "THE SITE".

BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE AND SHOULD IMMEDIATELY CEASE SUCH USE. FRANCHISE FITOUT SERVICES MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

## **1. Copyright, Licenses and Idea Submissions.**

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owners of the intellectual property, copyrights and trademarks are Franchise Fitout Services, its affiliates or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. You agree to grant to Franchise Fitout Services a non-exclusive, royalty-free, worldwide, sub licensable, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by e-mail to Franchise Fitout Services by all means and in any media now known or hereafter developed. You also grant to Franchise Fitout Services the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Franchise Fitout Services for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Franchise Fitout Services.

### **3. Use of the Site.**

You understand that, except for information, products or services clearly identified as being supplied by Franchise Fitout Services, Franchise Fitout Services does not operate, control or endorse any information, products or services on the Internet in any way. Except for Franchise Fitout Services identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with Franchise Fitout Services. You also understand that Franchise Fitout Services cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

Franchise Fitout Services offers a search feature within the Site. Franchise Fitout Services explicitly disclaims any responsibility for the content or availability of information contained in our search index or directory. Franchise Fitout Services also disclaims any responsibility for the completeness or accuracy of any directory or search result.

In connection with your use of the Site, you agree you will not:

- a) Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
- b) Impersonate any person or entity, including but not limited to, an Franchise Fitout Services official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Post or transmit any Material that contains a virus or corrupted data;
- e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- f) Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);

- g) Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
- h) Violate any applicable local, state, national or international law;
- i) Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- j) Delete or revise any Material posted by any other person or entity;
- k) Manipulate or otherwise display the Site by using framing or similar navigational technology, or
- l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Franchise Fitout Services product or service if you are not expressly authorized by such party to do so.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. FRANCHISE FITOUT SERVICES PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND FRANCHISE FITOUT SERVICES SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR RISK. FRANCHISE FITOUT SERVICES HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL FRANCHISE FITOUT SERVICES BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS

INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF Franchise Fitout Services OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, Franchise Fitout Services LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **4. Equipment.**

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.

#### **5. Indemnification and Reservation of Rights.**

You agree to indemnify, defend and hold harmless Franchise Fitout Services, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site.

Franchise Fitout Services reserves the right to release current or past member or Web site user information if Franchise Fitout Services believes that a member's account is being used to commit unlawful acts, if the information is subpoenaed and/or if Franchise Fitout Services deems it necessary and/or appropriate.

#### **6. Third Party Rights.**

The provisions of paragraphs 3 (Use of the Site), and 5 (Indemnification) are for the benefit of Franchise Fitout Services and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### **7. Term; Termination.**

Either party without notice may terminate this Agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 3 (Use of the

Site), 5 (Indemnification), 6 (Third Party Rights) and 11 (Miscellaneous) shall survive any termination of this Agreement.

### **8. Special Admonitions for International Use.**

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

### **9. Dealings with Third Parties.**

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Franchise Fitout Services shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

### **10. Links.**

The Site may provide, or third parties may provide, links to non-Franchise Fitout Services Internet World Wide Web sites or resources. Because Franchise Fitout Services has no control over such sites and resources, you acknowledge and agree that Franchise Fitout Services is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Franchise Fitout Services shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **11. Miscellaneous.**

This Agreement shall all be governed and construed in accordance with the laws of the State of (enter state name), United States applicable to agreements made and to be performed in the State of (enter state name), United States. You agree that any legal action or proceeding between Franchise Fitout Services and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the County of (enter county name), State of (enter state name), United States.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Franchise Fitout Services failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any

provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Franchise Fitout Services may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

Some of the information on this Web site may contain projections or other forward-looking statements regarding future events or the future financial performance of Franchise Fitout Services. We wish to caution you that these statements are only predictions and that the actual events or results may differ materially.