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(d) User Content: If you elect to display, post, submit or otherwise make available to others, on the Site any content or works of authorship, including, without limitation, images, software, audio files, text, or any other materials (collectively, “User Content”), you hereby grant to LocalUp a perpetual, irrevocable, royalty-free, worldwide, non-exclusive right and license, including the right to grant sublicenses to third parties, to use, reproduce, publicly display, publicly perform, prepare derivative works from and distribute such User Content, for any purpose. In addition, you hereby irrevocably represent and warrant to LocalUp that (i) you have all necessary power, authority, right, title and/or licenses to grant to LocalUp the foregoing right and license and (ii) the posting, submission, display by you of User Content on the Site, and the exercise by LocalUp of the foregoing license does not and will not (1) violate any law or (2) infringe any intellectual property right of any third party. You hereby irrevocably agree to indemnify, defend and hold LocalUp, its affiliates, directors, officers, employees and agents harmless from and against any and all loss, costs, damages, liabilities and expenses arising out of or related to any third party claim resulting from a breach of the foregoing representations and warranties.

(e) Trademarks: All trademarks, service marks and logos included on the Site (“Marks”) are the property of LocalUp or third parties, and you may not use such Marks without the express, prior written consent of LocalUp or the applicable third party.

(f) Monitoring of Site Content: LocalUp may, but is not obligated to, monitor Site Content, User Content and your use of the Site. LocalUp reserves the right to accept, reject or modify any Site Content or User Content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any Site Content or User Content.

YOUR USE OF THE SITE

(a) Submission of User Content: In connection with your use of the Site, you agree not to submit any User Content which (i) is unlawful, (ii) violates any right of publicity or invades the privacy of others, (iii) constitutes obscene, pornographic, indecent, profane or otherwise objectionable material, (iv) is discriminatory, hateful or bigoted toward, or abusive of, any group or individual, (v) is libelous or defamatory or (vi) violates any applicable law or government regulation.

(b) Prohibited Conduct: You may not use the Site to post, transmit or link to (i) any advertisement, promotional materials or solicitation related to any product or service that is competitive with LocalUp products or services or (ii) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses. You may not deploy to the Site any robot, spider, site search/retrieval application, or other application designed to retrieve, index, "data mine," information from the Site.

(c) Third Party Products: You agree that any third party products, including, without limitation, food and/or beverage products, are not provided by LocalUp, which makes the Site available solely as a convenience and does not endorse any such third party products, that you are purchasing any such products directly from the third party that makes them available to you and that responsibility for the quality or suitability of such products rests solely with the third party providing such products.

(d) Indemnification: You hereby irrevocably agree to indemnify, defend and hold LocalUp, its affiliates, directors, officers, employees and agents harmless from and against any and all losses, costs, damages, liabilities and expenses (including attorneys’ fees) arising out of or related to your use of the Site.

LINKED WEBSITES

The Site may contain links to other websites that are not owned or operated by LocalUp, and you agree that LocalUp provides links to such websites solely as a convenience and has no responsibility for the content or availability of such websites, and that LocalUp does not endorse such websites or any products or services associated therewith. Your use of such websites will be subject to the terms of use applicable to each such website.

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(b) Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT LOCALUP SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR CONNECTED TO YOUR USE OF, OR INABILITY TO USE, THE SITE, OR THE PURCHASE OF ANY PRODUCTS USING THE SITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF LOCALUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.

PRIVACY

You acknowledge that you have read, understand and agree to LocalUp's Privacy Policy located at <http://localupsolutions.com/legal>

LOCATION OF SITE AND YOUR USE

LocalUp operates or controls the operation of this Site from [insert server location(s)]. In addition, the Site may be mirrored, and other websites operated or controlled by LocalUp may be located, at various locations in and outside of the United States. LocalUp makes no representation or warranty that all of the features of this Site will be available to you outside of the United States, or that they are permitted to be accessed outside of the United States. You acknowledge that you are solely responsible for any decision by you to use this Site from other locations, and that such use may be subject to, and that you are responsible for, compliance with applicable local laws.

GENERAL

These Terms of Use constitute the entire agreement and understanding between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by you to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. These Terms of Use supersede all prior or contemporaneous discussions, proposals and agreements between you and LocalUp relating to the subject matter hereof. If any provision of these Terms of Use is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by LocalUp may be inferred from any actions or failures to enforce rights under these Terms of Use. These Terms of Use are intended to be and are solely for the benefit of LocalUp and you, and do not create any right in favor of any third party. These Terms of Use will be governed by and construed in accordance with the laws of the United States and the State of Maryland without reference to its conflict of laws principles. All disputes arising out of or relating to these Terms of Use will be submitted to the exclusive jurisdiction of Federal courts of competent jurisdiction located in the District of Maryland or a state court located in Baltimore, Maryland, and each party irrevocably consents to such personal jurisdiction and waives all objections to these venues. All notices must be in writing and will be effective three (3) days after the date sent.

LocalUp Solutions, LLC Website Privacy Policy

YOUR PRIVACY MATTERS

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legal@localupsolutions.com
subject line: Privacy Request

Because LocalUp is committed to protecting your privacy, LocalUp will not sell, rent or otherwise disclose this information to any third party, except as described in this Privacy Policy. LocalUp maintains all personal information as private to the best of the company's ability. However, personal information may be disclosed under the limited circumstances described below, and by submitting your personal information, you agree that LocalUp may do so.

This Privacy Policy applies to all LocalUp websites and domains, except that a Privacy Policy or statement posted on a specific website operated by LocalUp, if any, will apply instead of this Privacy Policy.

COLLECTION OF PERSONAL INFORMATION

To participate in certain activities and to obtain certain services offered on our web site, you will be asked to provide varying amounts of personal information.

In addition to the information you provide, LocalUp may also collect information during your visit to a LocalUp website through our automatic data collection tools, which may include Web beacons, cookies, embedded Web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to our website such as your browser type and language, access times, and the address of the website from which you arrived at a LocalUp website. They may also collect information about your Internet Protocol (IP) address, clickstream behavior (i.e. the pages you view, the links you click, and other actions you take in connection with LocalUp websites) and product information. LocalUp may also use some of these automatic data collection tools in connection with certain emails sent from LocalUp and therefore may collect information using these tools when you open the email or click on a link contained in the email.

HOW LOCALUP USES PERSONAL INFORMATION

LocalUp uses your personal information to better meet individual needs, to respond to specific requests for information, to send promotional materials, and to make you aware of new or similar products or offerings in which you might be interested.

LocalUp reserves the right to call or send registrants email communications from time to time regarding product and company updates, technical or administrative issues, legal notices, promotional offers or other important information about the website and products and service considered valuable or essential to your continued ability to use them properly. LocalUp does not intentionally send unsolicited emails to anyone who has requested that LocalUp not contact them.

HOW TO OPT-OUT

When you provide personally identifiable information through a form on a LocalUp website, you may have the option to opt-in to receiving communication from LocalUp. If you opt-in and change your mind at any time, you may tell the company that you do not wish to receive these messages by clearly following the "unsubscribe" instructions at the bottom of any email you receive, or by contacting the privacy department at the e-mail address legal@localupsolutions.com to unsubscribe to mailing lists.

WHAT INFORMATION IS SHARED

LocalUp does share non-personal, non-individual information from which individuals cannot be identified and which do not relate to individuals in aggregate form with third parties for business purposes, such as consultants and advisors to the company or advertisers. LocalUp will not disclose personal information to any third parties without your consent except in the following very limited circumstances.

PARTNERS AND AGENTS

LocalUp shares information with trusted agents who provide specific services you have requested and/or administer information offered at the LocalUp website, for example, service providers who help manage, track and respond to customer orders, inquiries, information requests, etc. LocalUp may also share information with authorized advertisers of certain products and services. LocalUp may also share information with authorized advertisers and partners in order to execute joint marketing initiatives. These parties do not use or otherwise disclose any information except as authorized agents for the purpose of providing the products and services that you have requested or administering the activities on LocalUp's behalf, or participating in joint marketing initiatives with LocalUp. Any company that LocalUp shares personally identifiable information with will have executed a confidentiality agreement, requiring that they keep all data received confidential.

THIRD PARTY VENDORS

We occasionally hire other companies to provide limited services on our behalf. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

LEGAL REQUIREMENTS AND INVESTIGATIONS

LocalUp will disclose your personal information to a third party if required to do so by law or if, in good faith, LocalUp believes that such action is necessary to: (1) comply with the law or with legal process; (2) protect and defend the company's rights and property or prevent fraud; (3) protect the company against abuse, misuse or unauthorized use of LocalUp's products or services; or (4) protect the personal safety or property of personnel, users or the public; among other things, this means that if you provide false or

deceptive registration information or attempt to pose as someone else, information about you including your computer's IP address - may be disclosed to a third party (including the recipient of an email) as part of any type of investigation into your actions.

IP ADDRESSES

An IP address is a number that is assigned to your computer when you are using your browser on the Internet. The servers that serve the LocalUp website automatically identify a computer by its IP address. If LocalUp, in good faith, determines that you have used the service to menace, threaten, harass, intimidate or otherwise deceptively pose as another person, your actions will be investigated and your IP address may be disclosed to the recipient of any email, their legal counsel or representatives, and law enforcement officials as part of such an investigation.

COOKIES

A "cookie" is a small piece of data stored on a user's browser, and contains non-personally identifiable information about the user. When you visit the website, LocalUp may place a "cookie" in order to improve your experience by recognizing you when you visit the website and in order to allow the company to optimize the information presented based on your demonstrated areas of interest. Cookies may also be used to compile information about website usage. This information can be used to enhance the content of the website and make your experience more informative. If you subsequently provide us with personal information such as your email address, we will associate any cookies on your browser with that information such that you will no longer be an anonymous visitor to the site.

If you've set your browser to reject cookies, you can still use this website, but you may need to re-enter information that would normally be obtained from the cookie (for example, your email address). You can also set your browser to warn you before accepting cookies. If you do, you will receive a warning message each time the website attempts to place a cookie on your hard drive.

LINKED WEBSITES

This website contains links to other websites. Please be aware that LocalUp is not responsible for the privacy practices of such other websites. LocalUp encourages users to be aware when they leave this website and to read the privacy statements of each website they visit that collects personal information. While LocalUp carefully chooses the websites to link to, this Privacy Policy applies solely to information collected on LocalUp's own websites

SALE OF ASSETS

LocalUp may transfer its database, including personal information contained therein, to a third party who acquires all or substantially all of the assets or stock of LocalUp whether by merger, acquisition, reorganization or otherwise.

SECURITY

LocalUp employs industry-standard security procedures and processes to safeguard the confidentiality of users' personal information. LocalUp, or agents and partners on behalf of LocalUp, do everything in reasonable control to protect your information. Where one of LocalUp's partners or agents has access to or maintains sensitive personal information, the company enters into confidentiality agreements in order to ensure the privacy of such user information. Internally, access to all users' and registrants' personally identifiable information is restricted to those employees who need access in order to fulfill their job responsibilities. Furthermore, LocalUp employees who deal with user information are kept up to date on various security and privacy practice issues as they arise.

Finally, the servers for the website are stored in a physically secured, offsite facility. Beyond the physical security of your information, LocalUp also backs up servers regularly to prevent loss of data. While the goal is to safeguard users' and members' personal information, LocalUp cannot ensure or warrant the security of any transmission and your information is submitted at your own risk. If you have questions about these security practices please feel free to send an email to legal@localupsolutions.com.

ACCEPTANCE OF PRIVACY POLICY AND NOTIFICATION OF CHANGES

By using this website or other websites operated by LocalUp, including www.LocalUpSolutions.com, you signify your acceptance of this Privacy Policy, as amended from time to time in accordance with this paragraph. If you do not agree with the content of this Privacy Policy, please do not use this website. LocalUp may revise this Privacy Policy from time-to-time and reserves the right to do

so. If LocalUp decides to change this Privacy Policy, the company will post the new policy on the website. As policies are subject to change at any time and without prior notice, LocalUp encourages you to check the website whenever you might have questions or concerns. If at any point LocalUp decides to use personally identifiable information in a manner different from that stated at the time it was collected, LocalUp will notify users by way of an email to obtain their consent as a condition of doing so. You will still have the opportunity to elect not to have LocalUp use your information in this different manner. LocalUp will not use your information other than in accordance with the Privacy Policy under which it was collected absent permission to do otherwise