



## TERMS AND CONDITIONS OF USE

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HoofJaw reserves the right to change or modify these Terms of Use, including the Terms of Service set forth below or any other terms, policy or guideline applicable to the Site or the Application, at any time and in its sole discretion by posting of the revisions on the Site. HoofJaw will indicate at the top of such document the date it was last updated. You expressly agree to such form of notification and waive any right to receive individual notice of such modifications. Your continued use of Buddy following the posting of changes or modifications to these Terms of Use will constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Use and applicable policies from time-to-time to understand the terms and conditions that apply to your use of Buddy. If you do not agree to the amended terms, you must stop using Buddy.

If you have any question regarding the use of Buddy, please refer first to the FAQs, accessible from <http://www.buddy.com/faq.aspx>. All other questions or comments about Buddy should be directed to [support@buddy.com](mailto:support@buddy.com).

### A. GENERAL TERMS

1. Privacy Policy

Please refer to our [Privacy Policy](#) for information on how Buddy collects, uses and discloses personally identifiable information from its users.

2. Electronic Communications and Notice

If you provide us with your email address by way of using Buddy, you consent to receiving email and other electronic communications from HoofJaw. These communications may include notices about your account (e.g., billing e-mails and other transactional information), information concerning or related to Buddy, such as new features or partnerships, and may include changes to these Terms of Use. These communications are part of your relationship with HoofJaw and you may receive them as part of our Buddy offering. You agree to keep the email address that you register with us current, and you further agree to monitor that email address on a regular basis. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

3. Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the Buddy logo, and all designs, text, graphics, pictures, information, collected data, software, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Buddy or its licensors or users and are protected by U.S. and international copyright laws.

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4. Anti-Competition Policy

At all times, HoofJaw retains the right to terminate access to the Site and/or the Application if reasonable suspicion of corporate plagiarism, anti-competitive behavior, espionage or vandalism exists, or is thought to soon exist. Notwithstanding the license terms outlined in Section 3, HoofJaw retains the right to protect our IP and the security of our business at all times.

5. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, HoofJaw has adopted a policy of terminating, in appropriate circumstances and at HoofJaw's sole discretion, subscribers or account holders who are deemed to be repeat infringers. HoofJaw may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual

property rights of others, or who are deemed to be employing use of the Site or the Application in a manner inconsistent with ethical practices, whether or not there is any repeat infringement.

6. Copyright Complaints

If you believe that anything on the Site or in the Application infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Dave McDuff

Full Address of Designated Agent to Which Notification Should be Sent: c/o HoofJaw Media, PO Box 2934, Kirkland WA 98083-2934, United States of America

E-Mail Address of Designated Agent: dave@buddy.com

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

7. Trademarks

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9. Third Party Content

HoofJaw may provide third-party content on the Site or in the Application and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. HoofJaw does not monitor or have any control over any Third Party Content or third party Web sites. HoofJaw does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. HoofJaw does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use Third Party Content at their own risk.

10. Advertisements and Promotions; Third-Party Products and Services

HoofJaw may run advertisements and promotions from third parties on the Site or in the Application, or may otherwise provide information about third party products and services as part of the Buddy offering. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. HoofJaw is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-HoofJaw advertisers or third party information on the Site.

11. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, [regarding the Site, the Application or HoofJaw's products or services that are] provided by you in the form of email or other submissions to HoofJaw, or any postings on the Site, are non-confidential and shall become the sole property of HoofJaw. HoofJaw shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

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The Site and/or Application may include discussion forums, user generated content or other interactive areas or services, including chat rooms or message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- a. Any message, data, information, text, music, sound, photos, video, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the

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- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
  - d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
  - e. Unsolicited promotions, political campaigning, advertising or solicitations;
  - f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
  - g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
  - h. User Content that, in the sole judgment of HoofJaw, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose HoofJaw or its users to any harm or liability of any type.

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13. Registration Data; Account Security

In consideration of your use of the Site, you agree to accept all risks of unauthorized access to the Registration Data and any other information you provide to HoofJaw.

14. Indemnification

You agree to defend, indemnify and hold harmless HoofJaw, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site, the Application or your use of the Interactive Areas including without limitation any actual or threatened suit, demand or claim made against HoofJaw and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Terms of Use or your violation of the rights of any third party.

15. Disclaimer

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17. Governing Law and Venue

These Terms of Use and your use of the Site and the Application shall be governed by and construed in accordance with the laws of the US State of Washington, applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state and federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Use.

18. Termination

Notwithstanding any of these Terms of Use, HoofJaw reserves the right, without notice and in its sole discretion, to terminate your license to use the Site and the Application, and to block or prevent your future access to and use of the Site and the Application.

19. Severability

If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

20. Questions & Contact Information

Questions or comments about the Site or the Application may be directed to HoofJaw at the email address support@buddy.com.