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We may provide you with a variety of resources, such as news and information about Whats On The Menu, your account information. We reserve the right in our sole and absolute discretion to terminate, modify, or suspend your access to the Website, Content or Services at any time (for any reason, or for no reason). In particular, and without limitation, we may terminate, modify, or suspend your access to the Website, Content and/or Services upon your non-compliance with these Terms of Use, and, if you are a distributor of, Whats On The Menu your Application and Agreement (the “Whats On The Menu Agreement”) or if you violate our rights or the rights of any other party.

Our Privacy Policy is incorporated into, and made a part of, these Terms of Use.

Conduct

You represent and warrant that (a) you are at least 18 years of age, (b) your use of the Website and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Website, (c) all information (if any) provided by you to us is correct, (d) you possess the legal right and ability to enter into these Terms of Use, (e) your use of the Website and Content shall be in accordance with these Terms of Use, (f) your use of the Website and Content shall be in accordance with all applicable laws and regulations, (g) you are capable of assuming, and do assume, any risks related to the use of

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- (ii) Use the Website, Content or Services in any manner that could damage, disable, overburden, or impair the Website, Content or Services, or interfere with any other party's use and enjoyment of the Website, Content or Services;
- (iii) Obtain, or attempt to obtain, any materials, information, or other Content through any means not intentionally made available or provided for through the Website;
- (iv) Circumvent, or attempt to circumvent, any security feature of the Website;
- (v) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- (vi) Upload, e-mail or otherwise transmit to or through the Website or Services, any advertising, promotional, or other unauthorized communication, including, without limitation, "junk mail," "surveys," unsolicited e-mail, "spam," "chain letters," or "pyramid schemes";
- (vii) Upload, post, email, or otherwise transmit any material that contains "Trojan horses," "worms," software viruses, or any other computer code, files, or programs designed to or that might interrupt, destroy, interfere or limit the functionality of the Website, Content or Services, or any computer software or hardware or telecommunications equipment;
- (viii) Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of our databases; or
- (ix) Incorporate data from any of our databases into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

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shall promptly provide us with notice in order for us to seek a protective order or other appropriate remedy. Further, if you become compelled to disclose any of the Proprietary Information, you must disclose only that portion of the Proprietary Information you are legally required to disclose as confirmed by a legal opinion of your counsel at your expense. Upon our request, you shall return all materials containing Proprietary Information.

Indemnification

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, "our Affiliated Parties") harmless from any liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys' fees, related to your (a) failure to comply with any of these Terms and Conditions or (b) use of the Website or Content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms and Conditions, the Website, or your access to or use of the Website or Content.

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We make no warranty or representation as to the level of success, if any, individuals may achieve by using any of our products or services. Individual results may vary and depend on many factors including an individual's specific financial situation, efforts and actions. You should seek the advice of 5

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- (i) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- (ii) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (iii) Use the Services except as expressly provided in these Terms of Use or publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website or Content to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- (iv) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;

- (v) Upload files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of another's computer;
- (vi) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Service specifically allows such messages;
- (vii) Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- (viii) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- (ix) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;
- (x) Restrict or inhibit any other user from using and enjoying the Services or any other portion of the Website or Content;
- (xi) Violate any code of conduct or other guidelines that may be applicable for any particular Service or any other portion of the Website or Content;
- (xii) Harvest or otherwise collect information about others, including, but not limited to, e-mail addresses, without their prior, express, and written consent;
- (xiii) Violate any applicable laws, rules or regulations;
- (xiv) Use the Services if you are located in a country embargoed by the U.S. or are on the U.S. Treasury Department's list of Specially Designated Nationals; or
- (xv) Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

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If you are a distributor of, what's on the menu you are granted a limited, non-exclusive right to create a hypertext link to the website from the self-replicating website we provide to you, provided such link is in compliance with these terms of use, modification

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these terms of use at any time. You should read these terms of use periodically for changes. If you use the website after we post changes to these terms of use, you will be deemed to have accepted the changed terms of use.

Governing law

These terms of use shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to conflicts of law principles. Any cause of action by you with respect to the website must be instituted within two years after the cause of action arose or be forever waived and barred. Any legal action concerning these terms of use shall be

brought in the state and federal courts located in Seminole county, Florida. The parties hereby consent to such jurisdiction and venue.

Relief available for violation

In the event of an actual or threatened violation of these terms of use, these terms of use may be enforced by injunctive relief or specific performance without proof of actual damages but upon proof of all other requirements for the grant of such relief, in addition to any and all other available remedies.

Miscellaneous

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