



Terms of Use

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By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the terms and conditions contained herein ("Terms of Use"), which also incorporate Ubiz [Privacy Policy](#), and all other operating rules, policies and procedures that may be published from time to time on the Site by Ubiz , each of which is incorporated by reference and each of which may be updated by Ubiz from time to time without notice to you in accordance with the terms set out under the "Modification of Terms of Use" section below. In addition, some services offered through the Service may be subject to additional terms and conditions specified by Ubiz from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all users of the Service, including, without limitation, users who are contributors of content, information, and other materials or services on the Site, individual users of the Service, venues that access the Service, and users that have a page on the Service.

Access

Subject to these Terms of Use, Ubiz may offer to provide the Services, as described more fully on the Site, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Ubiz performs for you, any applications or widgets offered by Ubiz that you download from the Site.

Registration

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register with Ubiz and represent, warrant and covenant that you provide Ubiz with accurate and complete registration information (including, but not limited to a user name ("User Name"), e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your Ubiz account. We recommend, but do not require, that you use your own name as your User Name so your friends can recognize you more easily.

You can not:

- create any account for anyone other than yourself without such person's permission;
- use a User Name that is the name of another person with the intent to impersonate that person;
- use a User Name or Ubiz account that is subject to any rights of a person other than you without appropriate authorization; or
- use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.



Ubiz reserves the right to refuse registration of, or cancel a User Name in its sole discretion. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Ubiz password. You shall never use another user's account without such other user's prior express permission. You will immediately notify Ubiz in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. The Service is not available to individuals who are younger than 18 years old. Ubiz may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

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Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a)take any action or (b)upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
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- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- other than appropriate use of an Add-to Link, involves commercial activities (whether or not for profit) and/or sales without Ubiz prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Ubiz or any third party;



- impersonates any person or entity, including any employee or representative of Ubiz;

If the User Submission includes a photography Ubiz has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any user who publishes or distributes child pornography.

You shall not (directly or indirectly):

- take any action that imposes or may impose (as determined by Ubiz in its sole discretion) an unreasonable or disproportionately large load on Ubiz (or its third party providers') infrastructure;
- interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;

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Feedback and Unsolicited Idea Submission Policy

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Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Language

Where Ubiz has provided you with a translation of the English language version of these Terms of Use, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Ubiz.

If there is any contradiction between what the English language version of these Terms of Use says and what a translation says, then the English language version shall take precedence.