

Terms of Use

Effective Date: January 1, 2015

These Terms of Use shall apply to (a) all websites owned and/or operated by Matifoli.com Inc, including without limitation the website on which these Terms of Use are posted and the mobile versions thereof and social networking service pages and applications (collectively, the “Site”), and (b) any and all services available on or through the Site (the “Services”). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use, as well as all applicable laws and regulations. Matifoli and any and all entities that control, are controlled by, or are affiliated or under common control with Matifoli, are collectively referred to herein as “we,” “us” or “our.” “You,” or “your,” refers to you, a user of the Site.

Matifoli may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the Site indicates your agreement with any such changes. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting a revised version of these Terms of Use on the Site. If we make any material changes to these Terms of Use, we will endeavour to notify you in advance of such change, by highlighting the change on the Sites or by sending an email to you at the email address that you have registered with us. You can determine when these Terms of Use were last revised by referring to the “Last Updated” legend at the top of these Terms of Use. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms of Use.

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an activity for which you are using the Site to add or research (each, an “Event”), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

1. Registration.

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with Matifoli and select a password and screen name (your “registration”). You are responsible for maintaining the confidentiality of your registration. You shall not (i) select or use as your registration a name of another person with the intent to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene.

You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify Matifoli in writing of any

unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to Matifoli, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Matifoli has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Matifoli has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) in its sole discretion.

Registration data and certain other information about you are subject to the Privacy Policy. Through your use of the Site and related services you consent to the collection and use (as set forth in the Privacy Policy) of certain information about you, including the transfer of this information to the United States and/or other countries for storage, processing and use by Matifoli and its affiliates.

We are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your account with us is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at support@matifoli.com. In the event of any dispute between two or more parties as to account ownership, you agree that Matifoli will be the sole arbiter of such dispute in its sole discretion and that Matifoli's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

Matifoli hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Site and Services solely for your personal, non-commercial use, and to search for, view, register for, and interact with, activities that are listed on the Site, provided that you comply with these Terms of Use, and solely to the extent permitted under all applicable laws and regulations.

2. **Code of Conduct.** In connection with User Content (as defined in Section 6 below) and your use of the Site, you agree that you will not, nor permit anyone else to, indirectly or directly:
 - upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - submit information that includes non-public personal or identifying information about another person without that person's explicit consent;

- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site;
- access or attempt to access parts of the Site for which you are not authorized by Matifoli, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by Matifoli;
- modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- use the Site or Materials (as defined in Section 3 below) for any unlawful purpose;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of Matifoli;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libellous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- use the Site to harm minors in any way;
- engage in spamming or flooding;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- remove any copyright, trademark or other proprietary rights notices contained on the Site;
- “frame” or “mirror” any part of the Site;
- “stalk” or otherwise harass another;
- link to any page of or content on the Site without written authorization;
- use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational

structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site. Notwithstanding the foregoing, Matifoli grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Matifoli reserves the right to revoke these exceptions either generally or in specific cases;

- harvest or collect information about Site visitors or members without their express consent;
- take any action that imposes or may impose (in Matifoli's sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers') infrastructure;
- share use of your password or use any pass code or password, regardless of whether or not such pass code or password is unique, to participate in any offer on the Site if you are not the original recipient of such pass code or password;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the Canadian government as a foreign terrorist organization and/or
- violate any applicable local, state, national or international law.

You acknowledge, consent and agree that Matifoli may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Matifoli, its users and the public.

You understand that the technical processing and transmission of the Site, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Matifoli and/or content providers who provide content to the Site. You may not attempt to override or circumvent any of the usage rules embedded into the Site. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Site, in whole or in part, is strictly prohibited.

Should you choose to submit any ideas, suggestions, documents, and/or proposals ("Submissions") to Matifoli through any of its media, you acknowledge and agree

that: (a) your Submissions do not contain confidential or proprietary information; (b) Matifoli is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) Matifoli shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) Matifoli may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of Matifoli without any obligation of Matifoli to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Matifoli under any circumstances.

- 3. Ownership and Restrictions on Use.** The information and materials provided on or through the Site, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the “Materials”) are owned exclusively by Matifoli or its licensors, and are intended to educate and inform you about the activities and other products and services offered or described on the Site. Subject to your compliance with these Terms of Use, you may use the Materials solely for your personal, non-commercial use, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms of Use, we grant you a limited license to use the Site and Materials for your personal use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Matifoli. Use of the Site and Materials for any purpose other than as expressly authorized in these Terms of Use is a violation of our policies and other proprietary rights, and is strictly prohibited.

The Site, including all Site software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and “look and feel” and arrangement of items, is owned and operated by Matifoli and will remain the exclusive property of Matifoli. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials. You shall not challenge, contest or otherwise impair Matifoli’s ownership of the Site and the content therein.

The logos, and service marks displayed on the Site are the registered and unregistered trademarks of Matifoli and Matifoli’s advertisers, licensors, suppliers and others. The Trademarks owned by Matifoli, whether registered or unregistered, may not be used in connection with any product or service that is not offered by Matifoli, in any manner that is likely to cause confusion with customers, or in any manner that disparages Matifoli. Nothing contained on the

Site should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademark without the express written permission of Matifoli, Matifoli's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Matifoli will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

You may make comparative or other nominative fair use of Trademarks owned by Matifoli in advertising and promotional materials, and in referring to Matifoli's products and services (for example, in a magazine article) without Matifoli's permission, provided you follow standard trademark usage practices and provide proper attribution to Matifoli. Other uses that are not "fair use" require written permission from Matifoli, and absent such express permission, you agree not to use or display the Trademarks owned by Matifoli in any manner. Please make such requests by email to support@matifoli.com; we will evaluate your request as soon as possible.

Trademarks owned by Matifoli include, without limitation, those published and searchable on the United States Patent and Trademark Office located at <http://www.uspto.gov> at "Trademarks Search" and the Canadian Trademark Office at: http://strategis.ic.gc.ca/sc_mrksv/cipo/welcome/welcom-e.html at "Trade-marks Database" indicating Matifoli Network, LLC as the identified owner for conducting such search.

- 4. Making Purchases.** If you wish to promote an activity described on the Site (each, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, credit card or Pay Pal user information and other information. You understand that any such information will be treated by Matifoli in the manner described in our Privacy Policy. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with laws is your responsibility, and YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you or for which you are expressly authorized to use. You further agree that you

will not attempt to conceal your identity by using multiple Internet Protocol (“IP”) addresses or email addresses. You grant Matifoli the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply Matifoli’s endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honour, or impose conditions on the honouring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to Matifoli’s acceptance of any order. Price and availability of any product or service are subject to change without notice.

If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your credit card or bank account information, your activity promotion may be cancelled, we may refuse to honour all pending and future purchases made on such credit card accounts and/or on any online accounts associated with such credit card accounts, and you may be prohibited from using the Site.

Matifoli reserves the right to change any fees (which includes but is not limited to, charging a fee for activity promotion. Matifoli also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply. You may cancel your account or any associated optional or upgraded services therefore at any time, but Matifoli will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

You agree to pay your promotion balance at the time of purchase. You also agree to pay any taxes, including sales or use taxes, resulting from your Transaction or use of the Service. You must notify Matifoli of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement. If you do not notify Matifoli within sixty (60) days, you waive any right to dispute such problems or discrepancies.

Parties other than Matifoli provide services, or sell products or access to their activities on the Site. You may order services or merchandise through the Site from other persons not affiliated with Matifoli (“Seller”). All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. Matifoli makes no warranties or

representations whatsoever with regard to any goods or services provided by Sellers. You will not consider Matifoli, nor will Matifoli be construed as, a party to such transactions, whether or not Matifoli may have received some form of revenue or other remuneration in connection with the transaction. You agree that Matifoli will not be liable for any costs or damages arising out of such transactions, either directly or indirectly. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals. Matifoli does not assume any responsibility or liability for the actions, product or content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. You understand and agree that some activity organizers reserve the right to cancel Events for various reasons, including, without limitation, in the event of weather events (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Event organizer. If you want to request a refund, you must request the refund directly from the Event organizer. To the extent that an Event is cancelled or does not meet your expectations for any reason, you must contact the Event organizer and your sole and exclusive remedy with respect to the Event is with the Event organizer and not with Matifoli. All communications or disputes regarding refunds are between the Event organizer and you. Matifoli will not be responsible or liable in any way for refunds, errors in issuing refunds or lack of refunds in connection with an Event. In addition, Matifoli is not responsible for the truth or accuracy of any listings by Event organizers or the ability of any Event organizer to perform, hold an Event, or complete a transaction. Notwithstanding the foregoing, you may report the misconduct of Event organizers and/or third parties in connection with the Site or any Services to us, and we, in our sole discretion, may investigate the claim and take action.

Donations. When you make a donation, Matifoli receives a fee for the use of our technology without any additional charge to you. Donations collected by Matifoli will be sent in regular intervals to the designated charitable organization in accordance with contract and applicable law, less Matifoli's fee. Any refunds shall be exclusively and directly handled by the designated charitable organization. Matifoli shall not be responsible for processing or making any refunds.

5. **Information Provided by Matifoli.** Although Matifoli strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site are subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although Matifoli endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete.

In addition, portions of the Materials have been contributed to the Site by various persons. The inclusion of such information does not indicate any approval or endorsement thereof, and Matifoli expressly disclaims any liability with respect to the foregoing.

- 6. Forums and User Content.** Matifoli and its designees may host message boards, blog feeds and other forums found on the Site (collectively, the “Forums”), and you may have the ability to provide or upload to the Site creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively, “User Content”).

By sending or transmitting User Content to Matifoli, or by posting such User Content to any area of the Site, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE SITE, ON ANY OTHER WEBSITE(S), IN PRINT, RADIO, TELEVISION OR ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN MATIFOLI’S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DISCOVERED, WITHOUT LIMITATION AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any “moral rights” in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. MATIFOLI IS NOT RESPONSIBLE FOR A USER’S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE.

If Matifoli does decide, in its sole discretion, to attribute User Content to you, you hereby grant Matifoli the right to use your member name with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name. For

clarity, the foregoing license grant to Matifoli does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing.

You further acknowledge that Matifoli (a) is under no obligation to post, display or otherwise use any User Content, and (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that Matifoli receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of Matifoli's rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Matifoli or its owners/operators, affiliates, and/or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights and moral rights.

Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Matifoli. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate any of the Codes of Conduct, and you hereby completely and irrevocably release and forever discharge us from and waive, any legal or equitable rights or remedies you have or may have against Matifoli with respect thereto. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the Matifoli community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of Matifoli. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site. If notified by a user of User Content that allegedly does not conform to these Terms of Use, Matifoli may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to Matifoli under all patent, trademark, trade secret, copyright or other proprietary

or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms of Use or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also 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.

You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

Matifoli reserves the right to delete from the Site any User Content, postings or member names and will cooperate fully with any law enforcement officials and/or agencies in any investigation, up to and including complete and immediate termination of your registration and/or accounts with Matifoli. You acknowledge that Matifoli may or may not pre-screen User Content, but that Matifoli and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the Site. Without limiting the foregoing, Matifoli and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by Matifoli or submitted to Matifoli, including without limitation information in Matifoli's message boards and in all other parts of the Site.

- 7. Links.** As a convenience to our members, we may provide links to third-party web sites. If you use these links, you will leave the Site. Your dealings with third parties through links to such third party websites or applications are solely between you and such third party. Unless otherwise explicitly stated, Matifoli is not responsible for the content, goods or services provided on or through such websites, any updates or changes to such sites, for your use or inability to use such sites, or the privacy or other practices of such sites, and the fact that Matifoli offers such links does not indicate any approval or endorsement of any material contained on any linked site. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. Matifoli expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application. You hereby completely and

irrevocably release and forever discharge us from and waive any claim you might have against Matifoli with respect to such sites.

Matifoli and/or third parties may, from time to time, send email messages to you containing advertisements, promotions, etc. pursuant to our Privacy Policy. Matifoli makes no representation or warranty with respect to the content of any such email messages or any goods or services which may be obtained from such third parties, and you agree that neither Matifoli nor such third party shall have any liability with respect thereto.

YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY MATIFOLI, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

8. **Access By Minors.** Matifoli encourages parents to use appropriate parental discretion in determining whether to grant authorization to minor children to access the Site.
9. **Rules for Sweepstakes, Contests and Games.** In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Matifoli urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.
10. **Termination.** These Terms of Use shall remain effective until terminated in accordance with its terms. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Matifoli may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that Matifoli shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.
11. **Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages.** Violations of these Terms of Use, including unauthorized use

of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in Matifoli's sole discretion, and without prior notice, Matifoli may terminate and block your access to the Site or to Matifoli's other services, cancel your event registration, refuse to honor pending and future purchases made from all credit card accounts or online accounts Matifoli believes may be associated with you, cancel an event registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized User Content or exercise any other remedy available, if Matifoli believes that your conduct or the conduct of any person with whom Matifoli believes you act in concert, or the User Content you provide, or any resale of such event registrations purchased through Matifoli, violates or is inconsistent with these Terms of Use or the law, or violates the rights of Matifoli, a customer of Matifoli or another user of the Site. Violating any limitations or terms on the Site, including but not limited to utilizing automated means to process or place event registrations that exceed the stated limit will be deemed to be a material violation of these Terms of Use.

You agree that monetary damages may not provide a sufficient remedy to Matifoli for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations.

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