

Terms of Service

1. Terms Of Use

These Terms of Use (hereinafter, these “**Terms**”) are a legally binding contract between (Local and Live 365 Ltd.) or its affiliate that owns or controls the applicable Website or provides the Services that you may be accessing or using (“**Local and Live 365**”, “us”, “we” or “our”), on the one hand, and you and your successors and heirs and (if applicable) the corporate entity you represent (“you” or “your”), on the other hand. Your acceptance of these Terms is an express condition of, and governs your access to and use of, Local and Live 365’ websites, portals, mobile applications, channels, and software, including Local and Live 365.ca, and social media pages and channels (collectively, the “**Websites**”), including any services, features, media, functions, content, tools and links contained or offered therein (collectively, the “**Services**”). If you do not accept and agree to these Terms, you may not access or use any of the Websites or Services or create an account or user profile.

Certain areas of the Websites and Services (and your access to or use therein) may have different terms, conditions, policies, rules, and guidelines, which govern your access to and use of such Websites and Services (as applicable, the “**Additional Terms**”). The Additional Terms will be posted (via a link) on the applicable Website or Services and may be modified from time to time. To the extent there is a conflict between these Terms and any Additional Terms for a specific Website or Service, the applicable Additional Terms shall govern and take precedence over these Terms with respect to your use of or access to that Website or Service.

2. Privacy Statement

By accessing or using the Websites or Services, you agree that the Local and Live 365 Privacy Policy (which may be updated from time to time) governs Local and Live 365 collection and use of your personal information. Registration data and certain other information about you is subject to our Privacy Policy. For more information, please make sure that you review our Privacy Policy. You understand that through your access or use of the Websites and any Services, you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of information to the Canada and/or other countries for storage, processing and use by Local and Live 365.

3. Changes to the Terms, Additional Terms, and Privacy Statement

We may make changes to these Terms, the Additional Terms, or our Privacy Policy from time to time. When we make material changes to these Terms, we will notify you by (i) sending you an e-mail communication to the e-mail address you most recently provided to us, (ii) sending a push notification or in-app notification, (iii) by prominently posting a notice of the changes on the Websites, or (iv) by requiring you to check a box indicating your assent to the updated terms. Continued use of any of the Websites or Services following any applicable notice of such material changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

4. Who Is Eligible To Use This Site

The Websites and Services are intended solely and only available to individuals who are at least nineteen (19+) years of age, who can willingly and knowingly enter into legally binding contracts under applicable law. Please check the applicable Additional Terms for such Websites and Services for further information. You may be asked to verify that you are over the applicable age limit during your use of the Websites or Services and you hereby agree that you shall not misrepresent your age. Without limiting the foregoing, the Websites and Services are not available to minors or suspended members or users. You further represent that any party you invite to participate in any of the Services or related functions with you is also of legal age as described above.

If you are using the Websites or Services on behalf of a business, you represent that you have the authority to bind the business to these Terms, the Additional Terms, the Privacy Policy, and any other related or pertinent agreements. The applicable business agrees to hold harmless and indemnify Local and Live 365 and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Websites or Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees. **If you do not have such authority, you will be held individually liable for all actions taken under your user ID.**

5. Electronic Communications

By accessing or using the Websites or Services, you consent to receiving certain communications from us electronically. We will communicate with you in a variety of ways, including, without limitation, by e-mail, text, in-app push notices, or by posting notices and messages on the Websites or through any of the Services. By accessing or using the Websites or Services, you willingly and knowingly agree that all contracts, notices, disclosures, agreements, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. Using Any Services

User Registration and Accounts

In order to access or use some of the Websites or Services, you must first register and create an individual profile for yourself or a business for such Website or Service (each a "**User Profile**").

By creating a User Profile, you agree that:

1. You will not register a username (or email address) that (a) is already being used by someone else; (b) may impersonate another person; (c) belongs to another person; (d) violates the intellectual property or other right of any person or entity; or (d) is offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion;
2. You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, Local and Live 365 may suspend or terminate your account and refuse you any and all current or future access to or use of the Websites and Services (or any portion thereof). If you fail

to update your information in a timely manner, then Local and Live 365 has reasonable grounds to suspect that such information is untrue, inaccurate, outdated or incomplete, which will allow Local and Live 365 to suspend or terminate your account and refuse you any and all current or future access or use of the Websites and Services (or any portion thereof).

3. You will not post libelous content or create false or misleading reviews or posts;
4. You are solely responsible for all activities that occur under your account, password, and username—whether or not you authorized the activity;
5. You are solely responsible for maintaining the confidentiality of your password and the other Protected Information (as defined below) and for restricting access to your account so that others may not access any password-protected portion of the Websites or Services using your Protected Information;
6. You will immediately notify us of any unauthorized use of your Protected Information, or any other breach of security;
7. You will not sell, transfer, assign, or provide a copy of, your account, account rights, user ID, password, API keys, menu embed code, or other credentials or access rights (the **“Protected Information”**) for any of the Websites or Services to any other person or entity. You must keep all of the Protected Information in strict confidence;
8. You will not share or allow any third party to utilize your account on your behalf or on a time share basis;
9. You will not create more than one account unless specifically authorized to do so; and
10. You will not use Protected Information of others.

Local and Live 365 is not liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, offensive, incomplete, or violates these Terms, any Additional Terms, the Privacy Policy, or any applicable law, then we may suspend or terminate your account, User Profile, and access to and use of the Websites and Services at our sole discretion and without advance notice or liability.

Your User Profile cannot be used to conduct commercial activities, including, but not limited to, transactions, advertising, fundraising, contests, or other promotions absent our prior written consent. The menu embed feature we provide to clients may only be used on a client’s own website or application, and the applicable code may not be altered in any manner (including by removing any Local and Live 365 branding). We may offer you the ability to set preferences relating to your User Profile, but changes to your settings may not become effective immediately or be error free, and options may change from time-to-time. Local and Live 365 assumes no responsibility or liability for any issues, problems, or Content on your User Profile.

User Profiles may only be set up by an authorized representative of the individual or business that is the subject of the User Profile. Local and Live 365 does not review each User Profile to determine if it was created by an appropriate party. In addition, Local and Live 365 is not responsible for any unauthorized User Profiles that may appear on the Services. If you believe that a User Profile listed on one of the Websites is unauthorized, fake, fraudulent, or otherwise improper or misleading, please send an email to info@Local and Live 365.com

User Content

For purposes of these Terms, (a) “**Content**” means all text, images, photos, audio, video, graphics, reviews, location data, and all other forms of data, communication, or media, (b) “**User Content**” means Content that users submit or transmit to, through, or in connection with the Websites or Services, such as ratings, reviews, orders, favorites, photos, videos, media, messages, social media posts or Services, comments, and information that such user publicly displays or displayed in its User Profile, and including any electronic data or information with respect to a User’s customers, (c) “**Local and Live 365 Content**” means Content that we create or is otherwise owned by us that we make available in connection with the Websites or Services, (d) “**Third Party Content**” means Content that originates from parties other than Local and Live 365 or users of any of the Websites or Services, which is made available in connection with the Websites or Services and not otherwise owned by us, and (e) “**Website Content**” means all of the Content that is made available in connection with the Websites or Services, including User Content, Third Party Content (and Third Party Material (as defined below)), and Local and Live 365 Content.

By submitting User Content, you represent, warrant, and covenant:

1. That you own, or have the necessary licenses, rights, consents, and/or permissions, and authorize Local and Live 365, its applicable affiliates, the Websites, the Services, and all users thereof, to use such User Content as necessary to exercise the licenses granted by you hereunder (including with respect to all patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights to your User Content, and to any other works that you incorporate into your User Content);
2. That you are entirely responsible for anything you submit to the Websites or Services and agree that Local and Live 365 does not have to post or keep posted anything you provide. Once posted on the Websites or on the Internet, it is not always possible to remove, especially if multiple copies exist. When User Content is uploaded to the Websites or Services, or posted on any social media platforms with a tag or reference to Local and Live 365, you give Local and Live 365 complete permission to make it available in multiple forms, including, without limitation, on any of our social media accounts, email newsletters, or any digital or print promotional materials. If any of your User Content is acquired and used by a third party in a way that violates these Terms, any Additional Terms, or the Privacy Policy, you agree that Local and Live 365 can take legal action against the third party and that Local and Live 365 shall not be obligated to distribute any recovered sums to you that may be obtained in connection with such legal proceedings;
3. That the creation, distribution, transmission, public display and performance, accessing, downloading, and copying of your User Content does not and will not infringe the proprietary rights or otherwise cause injury to any other person or entity, including any such person or entity using the Websites, Services, or otherwise, and that Local and Live 365 is under no obligation to post any User Content that you provide and reserves the right to post our own versions of your User Content as Local and Live 365 Content in our sole discretion;
4. To fully assign Local and Live 365 the right to pursue enforcement of copyright, trademark, trade secret, and other intellectual property related claims against third parties that have, without receiving proper authorization, and in violation of these Terms, any Additional Terms or the Privacy Policy, scraped, manipulated, copied, derived, distributed, or otherwise improperly or illegally used and benefited from User Content that has been provided to Local and Live 365 by you;
5. That you have the written consent, release, and/or express permission of each and every identifiable person in your User Content to use such person’s name, likeness,

and/or other identifiable information in your User Content for any use permitted by these Terms, any Additional Terms, and the Privacy Policy;

6. That you will not post, transmit, broadcast, or otherwise make available any User Content that is unlawful, misleading, harmful, bigoted, offensive, profane, insensitive, obscene, lewd, lascivious, filthy, violent, tortious, libelous, slanderous, pornographic, threatening, abusive, harassing, tortious, defamatory, vulgar, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable (hereinafter, "**Offensive Content**");
7. That you are at least of legal age, being no less than eighteen (19+) years old, and you acknowledge that persons under legal age may not submit User Content to Local and Live 365, the Websites, or the Services; and
8. That Local and Live 365 may, in its sole discretion, monitor the User Content you submit and any other communications that you may have, but is under no obligation to do so.

By submitting User Content, you acknowledge that you may expose yourself to liability if, for example, you User Content contains material that is false, intentionally misleading or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

License to User and Third Party Content/Data

As between you and Local and Live 365, you retain ownership of the User Content that you post, submit, provide, or otherwise make available on or through the Websites or Services. However, by submitting your User Content, you hereby grant Local and Live 365 and all Websites and Services, the following worldwide, perpetual, royalty-free, irrevocable, non-exclusive, sublicensable and transferable rights and licenses:

1. To host, cache, store, archive, index, crawl, create algorithms based on, modify, or transcode your User Content to media formats, standards, or mediums in any and all forms and by whatever means whether now known or hereinafter devised or created, and to exploit any and all allied, ancillary, and subsidiary rights relating thereto and derived therefrom;
2. To use, license, sell, digitize, stream, store, distribute, exhibit, reproduce, commercialize, publicize, display, modify, adapt, edit, excerpt, communicate, translate, analyze, remove, prepare derivative works and compilations of, compress, transmit, integrate, insert, market, and promote your User Content in any and all forms and media and by whatever means whether now known or hereinafter devised or created, and to exploit any and all allied, ancillary, and subsidiary rights relating thereto and derived therefrom;
3. To use your User Content, in whole or in part, for advertising, promotional, or commercial purposes, including without limitation, the right to publicly display, reproduce, and distribute your User Content in any and all forms and media and by whatever means whether now known or hereinafter devised or created, and to exploit any and all allied, ancillary, and subsidiary rights relating thereto and derived therefrom; and
4. To grant any rights or licenses to any third parties to do any of the foregoing in the above clauses (a) – (c) in connection with their own websites and media platforms.

You irrevocably waive, and cause to be waived, against Local and Live 365 and its users, any claims and assertions of moral rights or attribution with respect to your User Content.

Local and Live 365 does not guarantee the accuracy, integrity, quality, or authenticity of any User Content. You understand that by using the Websites and Services, you may be exposed to a small portion of Offensive Content that may be unpleasant, indecent, or objectionable to some viewers. Under no circumstances will Local and Live 365 be liable in any way for any such Offensive Content, including, but not limited to, any errors or omissions in any Offensive Content, or any loss or damage of any kind incurred as a result of any Offensive Content uploaded, posted, transmitted, broadcast, transferred, or otherwise made available via Local and Live 365, the Websites, Services, or any related process or venue.

You hereby grant Local and Live 365 the right and license to use any data, images, or information that is pushed or otherwise transferred to us through any of our APIs by you or by any third party on your behalf (“**Licensed Data**”) for any purpose relating to any of the businesses of Local and Live 365 or for any purpose relating to the Websites or Services, including in connection with displaying any data, images, or information on the Websites. You acknowledge and agree that we shall have the right to reformat, improve, modify, adapt, derive, redisplay, and/or reprocess any of the Licensed Data and that we shall exclusively own all derivative works, graphical layouts, compilations, improvements, modifications, adaptations, analyses, and interpretations of the Licensed Data. Interpretations or translations of any of the Licensed Data prepared by Local and Live 365 shall be owned exclusively by us.

Social Media

Local and Live 365 may also provide users with the ability to login to the Websites or Services with your login credentials from certain social networking websites (e.g., Facebook, Instagram, Google). If you log in or otherwise associate your User Account with your login credentials from a social networking or similar website, we may use any information about you that is from or otherwise posted on your social networking account, in accordance with the terms and conditions and related legal and user policies of the relevant social networking website. If you elect to share your information with any number of social networking websites, we will then share your information with the websites you name, in accordance with your election, and per their terms and conditions.

Third Party Materials

The Website or Services might display, include, or make available Third-Party Content (including data, information, articles, applications or other products, services, and/or materials) or contain links to third-party websites, services, and advertisements for third-party Offers (as defined below) (collectively, the “**Third-Party Materials**”). You acknowledge and agree that Local and Live 365 is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Local and Live 365 does not assume and will not have any liability or responsibility to you or any other person or user for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk. When you link to a Third-Party Material, the applicable third-party’s terms and policies apply, including the third-party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Material.

The Website or Services might display, include, or make available coupons, promotional codes, giveaways, samples, and other offers from listed restaurants or other third parties (collectively, the “**Offers**”). Offers constitute “**Third-Party Materials**” under these Terms. Local and Live 365 displays these Offers on the Website and Services as a form of advertisement for the listing restaurant or other third party (the “**Offeror**”) only. All Offers are made directly by the applicable Offeror, and may be subject to additional terms, conditions, or restrictions of the Offeror or under applicable law, whether or not such terms, conditions, or restrictions are expressly included on the Website or Services. The Offeror, and not Local and Live 365, is solely responsible for: (a) redemption of the Offer; (b) compliance of all aspects of the Offer with applicable law (including, without limitation, the advertisement, redemption, and terms, conditions, and restrictions related thereto); (c) all goods and services it provides to you in connection with the Offer; and (d) all injuries, illnesses, damages, claims, liabilities, and costs it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of an Offer or not.

Indemnity and Release

You agree to indemnify and hold Local and Live 365 (and its owners, directors, managers, officers, partners, employees, independent contractors, and agents, and successors and assigns of itself or its affiliates) harmless from any and all losses, damages, liabilities, claims, actions, judgments, awards, penalties, fines, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to any claim or demand made by any third party due to or arising out of or otherwise relating to (i) your use or misuse of the Websites or Services, (ii) your User Content, (iii) your violation of these Terms, any Additional Terms, or the Privacy Policy, or (iv) your violation of applicable laws or regulations. Local and Live 365 reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us or any other indemnitee hereunder and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Local and Live 365. Local and Live 365 will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

If there is a dispute between users of the Websites or Services, including between Customers and Retailers (each, a “**Dispute**”), you understand and agree that Local and Live 365 and its affiliates are under no obligation to become involved in such Dispute.

You hereby release and forever discharge Local and Live 365 (and its owners, directors, managers, officers, partners, employees, independent contractors, and agents, and successors and assigns of itself or its affiliates) from, and hereby waive and relinquish your rights with respect to, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Websites or Services or Third-Party Materials. For the avoidance of doubt, this release includes a release of any dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action arising out of or in any way related to a Dispute, regardless of whether such dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action are known or unknown, suspected or unsuspected, disclosed or undisclosed. If you are a Canadian resident or resident of province a with a similar applicable law, you hereby waive Canadian Civil Code section in connection with the foregoing (or such other similar applicable law in your province), which states: “a general release does not extend to claims which the creditor does not know or

suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

7. Ownership; Proprietary Rights

As between you and Local and Live 365, you own your User Content. We own the Local and Live 365 Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Website Content, computer code, products, software, data, aggregate user review ratings and all other elements and components of the Websites but excluding User Content and Third-Party Material. We also own the patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets and other intellectual and proprietary rights throughout the world (“**IP Rights**”) associated with the Local and Live 365 Content, the Websites, and the Services, which are protected by copyright, trade secret, patent, trademark laws, and all other applicable intellectual property and proprietary rights and laws. As such, you may not use, modify, duplicate, obscure, rent, lease, loan, sell, manipulate, reproduce, copy, republish, download, post, transmit, scrape, reverse engineer, distribute, create derivative works or adaptations of, publicly display, or in any way exploit any of the Local and Live 365 Content, Websites, or the Services or any of the IP Rights of Local and Live 365, in whole or in part, unless expressly authorized by us in writing. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Websites and the Local and Live 365 Content are retained by us.

8. Copyright Infringement

It is Local and Live 365' policy, in appropriate circumstances and at its discretion, to disable, eliminate access to and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights of others.

In accordance with the Digital Copyright Act, the text of which can be found on the U.S. Copyright Office website, Local and Live 365 will respond appropriately to claims and reports of copyright infringement taking place on or through the Websites.

If you are a copyright owner, an authorized representative of a copyright owner, or an authorized representative permitted to act under an exclusive right per an applicable copyright, please report alleged copyright infringements taking place on or through the Websites by completing the following Notice of Alleged Infringement and delivering it to Local and Live 365 in accordance with the and these Terms. Upon receipt of a properly completed and delivered Notice of Alleged Infringement, Local and Live 365 will take whatever action it deems appropriate in its sole discretion, but subject to its obligations under the, including removal of the challenged material from the Websites.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by this Notice – provide a comprehensive list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (i.e. the material you want removed, or material that you want all access disabled to) and provide information reasonably

sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Websites where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - o "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent or the law."
 - o "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
2. Provide your full legal name and your electronic or physical signature.
3. Deliver this Notice, with all above items completed, to Local and Live 365 Ltd., Toronto Ontario Canada

9. Limited License

Subject to your compliance with these Terms, any Additional Terms, and the Privacy Policy, Local and Live 365 grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and make personal and non-commercial use of the Websites and Services. This license does not include (i) any resale or commercial use of the Websites or Services, or their contents; (ii) any collection, scraping, downloading, reproducing, distributing, copying or use of any product or Local and Live 365 client listings, descriptions, prices, or any other Website Content; (iii) any derivative use of any of the Websites or Services or Website Content; or (iv) any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms, any Additional Terms, or the Privacy Policy are reserved and retained by Local and Live 365. You may not use any meta-tags or any other "hidden text" utilizing Local and Live 365' name or trademarks or other IP Rights without the express written consent of Local and Live 365. The licenses granted by Local and Live 365 shall immediately terminate should you fail to comply with these Terms, any Additional Terms, or the Privacy Policy.

Subject to these Terms, any Additional Terms, and the Privacy Policy, Local and Live 365 grants you a non-transferable, non-exclusive license to install and use the software Local and Live 365 makes available for mobile devices ("**Mobile App**"), in executable object code format only, solely on your own handheld mobile device and for your personal, noncommercial use. You acknowledge and agree that the availability of the Mobile App is dependent on the third-party app platform from which you received the Mobile App ("**App Platform**"). You acknowledge that these Terms concern you and Local and Live 365, and not the App Platform. Local and Live 365, not the App Platform, is solely responsible for the Mobile App, the content thereof, maintenance, support services, and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). Each App Platform may have Additional Terms to which you must agree before downloading the Mobile App from it. You agree to comply with, and your license to use the Mobile App is conditioned upon, your compliance with all applicable agreements, terms and conditions of use/service, and other policies of the applicable App Platform.

10. Links

The Websites and Services contain links to third-party websites or resources. You acknowledge and agree that Local and Live 365 is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Local and Live 365 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources.

Some portions of the Websites implement Google Street mapping services. Your use of Google Street Maps is subject to their copyright and license policy.

Some portions of the Websites and Services implement Google Maps API. By using Google Maps API, you agree to be bound by [Google's Terms of Service](#).

11. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules and regulations that may apply to your use of the Websites or Services. In connection with your access or use of any of the Websites or Services, you may not and will not:

1. upload, post, transmit, broadcast or otherwise make available any Offensive Content, including any User Content that is unlawful, libelous, defamatory or otherwise objectionable;
2. breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
3. review the information and data on our Websites, and/or utilize our Services if you are not able to form legally binding contracts (for example, if you are under the age of 18), or are temporarily or indefinitely suspended from using our Websites or Services;
4. upload, post, transmit, broadcast, sell, transfer or otherwise make available any User or Website Content that is inauthentic, counterfeit, or that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. register for more than one User Profile on any of the Websites, or register for a User Profile on behalf of an individual other than yourself, or a company that you are not authorized to represent or legally bind to a contract;
6. manipulate the price of any item or interfere with any other user's listings, reviews, and products;
7. take any action that may undermine the feedback or ratings systems of the Websites or Services;
8. transfer your User Profile to another individual or entity without our prior written consent;
9. distribute, promote, advertise, or post spam, unsolicited or bulk electronic communications, chain letters, pyramid schemes or any related content;
10. interfere with or disrupt any Website processes, servers or networks supporting the Websites and/or Local and Live 365;
11. impair or harm any of our computer or related systems or transmit software viruses, worms, or other damaging files;

12. use any robot, spider, scraper, survey, monitor or other automated or similar means to access any web page or other asset contained in the Websites, Services or Website Content for any purpose;
13. bypass our robot exclusion headers, interfere with the working of our Services, features or tools, or impose an unreasonable or disproportionately large load on our infrastructure;
14. export or re-export any Local and Live 365' application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with all relevant posted rules and restrictions;
15. insult, threaten, stalk, harass, mislead or deceive other users of the Websites or Services, or in any way promote the discrimination or defamation of other users, or create any other objectionable material;
16. intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or ordinance, including, but not limited to, regulations promulgated by the Canadian or US Copyright Office, Canadian or U.S. Patent and Trademark Office, Canadian or U.S. Securities and Exchange Commission, CRA or Internal Revenue Service, , or any rules of any national or other securities exchange, including, without limitation, the Canadian Stock Exchange or New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any other regulations and/or guidelines having the force of law;
17. 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 pursuant to the Canadian Immigration and Nationality Act.
18. refuse to acknowledge that Local and Live 365 may establish general practices and limitations concerning use of the Websites and Services, including without limitation restrictions concerning User Content provided by You for use on the Websites and Services, the type and quantity of transactional data stored and presented in connection with your account, the maximum disk space that will be allotted on Local and Live 365' servers on Your behalf, and the maximum number of times (and the maximum duration for which) You may access the Websites and Services in any given period of time;
19. export any Website Content out of the jurisdiction in which it is intended or displayed;
20. access the Websites or Services in order to build a similar or competitive Website or Service;
21. send electronic transmissions (including but not limited to interactive monetary offers, audio-video communications, email, search queries, chat and other Internet activities) as interstate communications;
22. circumvent any technical measures we use to provide Services; or
23. assist any third party with any of the foregoing: You fully understand, acknowledge and agree that Local and Live 365 may, under certain circumstances and without prior notice, immediately terminate your Local and Live 365 User Profile and access to the Websites, Services and any other related or affiliated applications, functions and tools. Cause for account termination or suspension shall include, but not be limited to: (1) breaches or violations of these Terms or other incorporated agreements, guidelines, or rules; (2) requests by law enforcement or other local, state or federal government agencies or divisions; (3) any attempts to breach our security, private accounts or other protected content on the Websites; (4) discontinuance or significant modification to the Websites or Services, or any related or affiliated website owned and/or operated by Local and Live 365 (or any part thereof); (5) unforeseen technical, electronic, mechanical or any other difficulties or security issues; (6) prolonged inactivity of Your account, which shall be determined by Local and Live 365; (7) knowing, willing and/or negligent

engagement by you in any form of deceitful, fraudulent, counterfeit or illegal activities; and/or (8) failure by you, or by your representatives, to pay, in full, any fees owed by you in connection with the Websites or any related or affiliated Service, business or website. Termination of a User Profile will deny you access to our Services, delay or remove User Content that you submitted or commented on, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts or special offers, and take technical and/or legal steps to prevent you from using our Websites and Services in the future. Local and Live 365 has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

12. **Review/Feedback Policy**

An important part of the Local and Live 365 community is the feedback system. Users have the ability to leave reviews and comments, and we want that process to be as open as possible. Part of that openness is acknowledging that certain behaviors are not acceptable. Local and Live 365 retains the right to remove any content posted on or submitted through any of its Websites or Services. However, the only User Content likely to be removed is that which violates these Terms, any Additional Terms, or the Privacy Policy, or the rules or guidelines on the applicable Website or Service regarding reviews, comments, feedbacks and other User Content (the "**Review Policies**"). Please note, the Review Policies of each Website or Service may differ. Please consult the relevant Website or Service to learn about its applicable Review Policy.

Please note, Local and Live 365 is under no obligation to enforce these Terms, any Additional Terms, or the Privacy Policy or any of the Review Policies on your behalf against another user. While Local and Live 365 encourages you to let us know if you believe another user has violated these Terms, any Additional Terms, or the Privacy Policy, or any of the Review Policies, we reserve the right to investigate and take appropriate action at our sole discretion.

13. **Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT:

1. YOUR ACCESS TO AND USE OF THE WEBSITES AND SERVICES IS AT YOUR OWN RISK. THE WEBSITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOCAL AND LIVE 365 AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, OWNERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY OTHER POTENTIAL OR ACTUAL WARRANTY OF ANY KIND.
2. LOCAL AND LIVE 365 AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, OWNERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AND AGENTS MAKE NO GUARANTEE OR WARRANTY THAT: (1) THE WEBSITES AND SERVICES WILL SATISFY YOUR NEEDS AND REQUIREMENTS OR WILL BE COMPATIBLE WITH YOUR EQUIPMENT; (2) THE WEBSITES AND SERVICES, AND ALL AFFILIATED WEBSITES, FEATURES, SERVICES, COMMUNICATIONS, AND APPLICATIONS, WILL BE COMPREHENSIVE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR BE FREE FROM LOSS, DESTRUCTION, CORRUPTION,

ONLINE ATTACK, VIRUSES, WORMS, OR OTHER INVASIVE, HARMFUL, OR CORRUPTED OR OTHER RELATED INTRUSIONS; (3) THE INFORMATION, DATA, OR RESULTS REALIZED OR OBTAINED FROM YOUR USE OF THE WEBSITES WILL BE ACCURATE, UP TO DATE, SATISFACTORY OR RELIABLE OR FIT OR USEFUL FOR ANY SPECIFIC PURPOSE; (4) THE QUALITY OR VALUE OF ANY PROPERTIES, SERVICES, PRODUCTS, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITES AND SERVICES WILL MEET YOUR EXPECTATIONS; (5) THAT ANY OFFER MADE OR MESSAGE SENT WILL BE SUCCESSFULLY TRANSMITTED, RECEIVED, AND PROCESSED; AND (6) ANY ERRORS IN THE GUIDELINES, SOFTWARE, OR PROTOCOLS WILL BE CORRECTED OR RESOLVED.

3. ANY PRODUCT OR PROGRAM DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITES AND SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE AND FULLY LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, LOSS OF DATA, OR ANY OTHER LOSS OR DAMAGE THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH PRODUCT, MATERIAL, APPLICATION, FEATURE, OR OTHER PROGRAM.
4. NO ADVICE OR INFORMATION, INCLUDING MEDICAL ADVICE, STRATEGY, GUIDELINES, OR RELATED CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LOCAL AND LIVE 365 OR FROM THE WEBSITES, SERVICES, OR RELEVANT SOCIAL MEDIA PAGES SHALL CREATE ANY WARRANTY, GUARANTEE, OR STRATEGY NOT EXPRESSLY STATED IN THESE TERMS.
5. VETTING BY LOCAL AND LIVE 365 OF EACH AND EVERY DOCUMENT, PHOTOGRAPH, VIDEO, REVIEW, RELATED MEDIA, POSTING, OR OTHER COMMUNICATION, IN ADDITION TO ANY OTHER CONTENT POSTED VIA THE WEBSITES OR SERVICES, MAY NOT BE POSSIBLE OR REALISTICALLY PRACTICABLE. AS A RESULT, LOCAL AND LIVE 365 CANNOT AND DOES NOT CONTROL ANY LISTING REVIEWS, COMMENTS, PHOTOGRAPHS, OPINIONS, POSTINGS, OR OTHER CONTENT OR MATERIAL POSTED VIA THE WEBSITES OR SERVICES AND, AS SUCH, DOES NOT GUARANTEE THE ACCURACY, INTEGRITY, QUALITY, SAFETY, LEGALITY, MORALITY, AND/OR AUTHENTICITY OF SUCH CONTENT, THE TRUTH OR ACCURACY OF USERS' CONTENT, THE ABILITY OF LISTINGS TO CONFIRM PRODUCT AVAILABILITY OR PRICING, OR THE ABILITY OF USERS TO CONFIRM EXPERIENCES FROM USING OR PURCHASING SPECIFIC PRODUCTS DISCUSSED OR SOLD ON THE WEBSITES OR SERVICES.

14. Limitation Of Liability

1. LOCAL AND LIVE 365 IS UNABLE TO GUARANTEE CONSISTENT, CONTINUOUS, OR SECURE ACCESS TO ITS WEBSITES, APPLICATIONS, SERVICES, PROGRAMS, CONTENT, AND NETWORK, AND OPERATION OF THE WEBSITES AND SERVICES MAY BE INTERFERED WITH OR DELAYED BY NUMEROUS POTENTIAL FACTORS OUTSIDE OF LOCAL AND LIVE 365' CONTROL. YOU ACKNOWLEDGE, EXPRESSLY UNDERSTAND, AND AGREE THAT LOCAL AND LIVE 365 AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSEES, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF OPPORTUNITY, REPUTATION, PROFITS, GOODWILL, USE, VALUATION, TAX BENEFIT, DATA, OR OTHER INTANGIBLE LOSSES (EVEN

IF LOCAL AND LIVE 365 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR NETWORK; (2) THE COST TO PROCURE SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES, E-MAILS, REVIEWS, POSTINGS, COMMENTS, OR OTHER COMMUNICATIONS RECEIVED, OR TRANSACTIONS ENTERED INTO VIA THE WEBSITES OR OTHER AFFILIATED OR RELATED WEBSITES OR SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITES; (5) THE FAILURE OF THE NETWORK OR WEBSITES TO TIMELY PROCESS AN OFFER; OR (6) ANY OTHER MATTER RELATING TO THE WEBSITES, ANY LOCAL AND LIVE 365 AFFILIATED OR RELATED SERVICES, FEATURES OR APPLICATIONS, OR ANY OTHER LOCAL AND LIVE 365 OWNED OR OPERATED ENTITY. FURTHER, LOCAL AND LIVE 365 IS NOT A PARTY TO ANY SUCH TRANSACTIONS MADE BETWEEN LISTING CLIENTS AND USERS, AND LOCAL AND LIVE 365 SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DEFAULTS, COSTS, INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS, BETWEEN OR AMONG USERS, INCLUDING USERS, LISTINGS, PHYSICIANS, AND ALL RELATED PARTIES, IN ANY WAY ASSOCIATED WITH THE WEBSITES OR SERVICES.

2. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS UNDER THESE TERMS, ANY ADDITIONAL TERMS, OR THE PRIVACY POLICY IS LIMITED TO THE GREATER OF (1) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES, WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY; OR (2) \$100.
3. SOME STATES, COUNTIES, OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER RELATED DAMAGES OR LOSSES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Choice Of Law; Venue; No Jury Trial

The laws of the Province of Ontario, excluding Ontario's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or any of the Websites or Services. All claims arising out of or relating to these Terms or any of the Websites or Services will be litigated exclusively in the federal or provincial courts of Ontario, Canada, and you and Local and Live 365 consent to personal jurisdiction in those courts.

16. Entire Agreement

These Terms, in addition to any applicable Additional Terms and the Privacy Policy and any other agreements between you and Local and Live 365 with respect to the Websites or Services, constitute the entire and exclusive understanding and agreement between Local and Live 365 and you regarding the Websites and Services, and these Terms supersede and replace any and all prior Terms of Service or Terms of Use for any of the Websites or Services.

17. Reservation of Rights

The failure of Local and Live 365 to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Local and Live 365. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

18. Third-Party Beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than you and Local and Live 365.

19. Support or Maintenance

You acknowledge and agree that Local and Live 365 will have no obligation to provide you with any support or maintenance in connection with the Websites or Services.

20. United States Export & Foreign Assets Control Regulations

We do not represent that the materials in the Website or Services are appropriate or available for use in any particular location. Those who choose to access the Website or Services do so on their own initiative and are responsible for compliance with all applicable laws. You represent and warrant that you are not (a) located in or a national or resident of any country that is subject to Canadian trade sanctions, or (b) a person or entity on the Canadian Treasury Department's list of Specially Designated Nationals and Blocked Persons or acting on behalf of any person or entity on such list.

21. Severability

If any of the conditions contained within these Terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions set forth herein.

22. No Right Of Survivorship And Non-Transferability

You agree that your Local and Live 365 account is non-transferable and any rights to your Website user identification or contents within your accounts terminate upon your death.

23. Captions

The section titles in these Terms are for convenience only and have no legal or contractual effect.

24. Contact Us

For questions about the Local and Live 365 Websites or any of the Services we provide, please feel free to contact our Customer Service department at info@Local and Live 365.com to speak to a representative.

Last Updated: May 19, 2022