

Mamasoup Website And Social Networks Terms And Conditions Of Use

Mamasoup ("Mamasoup") is pleased to offer you access to this website (the "Site"), Mamasoup's social networks, and other services that Mamasoup may from time to time provide from this website, subject to these Terms and Conditions of Use (the "Terms"). The term "Social Networks" encompasses a broad sweep of online activity, including participation in social networks such as Facebook, YouTube, Flickr, and Twitter, and interactive blogs, websites or listserves, some of which may be located on the Site. These Terms apply to all users of the Site and the Mamasoup Social Networks, including users who are also contributors of User Generated Content (as hereinafter defined).

BY PROCEEDING BEYOND THE SITE HOME PAGE OR VIEWING OR POSTING CONTENT TO THE MAMASOUP SOCIAL NETWORKS, YOU EXPRESS YOUR CONSENT TO, AGREEMENT WITH, AND UNDERSTANDING OF THESE TERMS. MAMASOUP MAY, IN ITS SOLE DISCRETION, MODIFY, RESTRICT, CHANGE, OR OTHERWISE ALTER THESE TERMS, THE SITE, OR THE MAMASOUP SOCIAL NETWORKS, IN WHOLE OR IN PART, IMPOSE LIMITS ON CERTAIN FEATURES ON THE SITE OR THE MAMASOUP SOCIAL NETWORKS, OR RESTRICT YOUR ACCESS TO PART OR ALL OF THE SITE OR THE MAMASOUP SOCIAL NETWORKS. BY CONTINUING TO ACCESS AND USE THE SITE AND/OR THE MAMASOUP SOCIAL NETWORKS YOU WILL BE EVIDENCING YOUR CONSENT TO, AGREEMENT WITH, AND UNDERSTANDING OF, SUCH MODIFICATIONS, CHANGES OR ALTERATIONS. PLEASE REVIEW THESE TERMS REGULARLY AS THEY MAY BE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO YOU.

Mamasoup Generated Content

The copyright rights and other property rights to the Site and the Mamasoup Social Networks are owned by Mamasoup. All rights regarding the content posted to the Site and the Mamasoup Social Networks by Mamasoup are reserved by Mamasoup. The content on the Site may not be used or disseminated without the prior written consent of Mamasoup, except that you may download spec sheets solely for the purpose of doing business with Mamasoup. The Site and the Mamasoup Social Networks may contain text, images, audiovisual productions, opinions, statements, facts, articles, or other information created by Mamasoup or by third parties for Mamasoup. Such content is for your reference only and should not be relied upon by you for any purpose. Mamasoup is not responsible for the content's accuracy and reliability.

Mamasoup may provide links to other websites as a convenience for its Site and Social Networks users. Mamasoup is not responsible for the content of these other websites, and Mamasoup does not endorse, warrant or guarantee the products or services described or offered in these other websites.

User Generated Content

You may submit content, including text, images, photographs and video to the Mamasoup Social Networks (collectively, "User Generated Content"), provided that you abide by these common sense rules:

- *If you post it, you own it*

Think twice before you publish. Would you want your family, friends, colleagues, or others to read or see the content you post? Keep in mind that even if original content can be deleted, the content that is shared and distributed through an array of channels can be reposted, searched, and found on the Internet.

- *Respect the law, including with regard to intellectual property*

It is critical that you show proper respect for the law generally, and specifically for the laws governing copyright and fair use of copyrighted material. You should not quote more than short excerpts from someone else's work. It is good general practice to link to others' work. Use appropriate symbols to

mark the first appearance of trademarked terms in your content. Do not post images, music or other copyrighted content unless you own them or have permission from the owner to display such content in this context. Keep in mind that the laws may differ depending on where you live.

Treat others like you want to be treated

Be respectful of others' opinions and beliefs. Use common courtesy when posting content: refrain from abusive, obscene, or offensive language, images, or links. Do not post content from, or links to, Internet sites that feature sexual content, gambling, or that advocate intolerance of others; and do not create such content on Mamasoup's Social Networks. Any information, picture, video, symbol, music etc. found to be racist, pornographic or offensive in nature will be removed from the website by Mamasoup and the offending user may be subject to termination of use from the site.

- *Do not post confidential or proprietary information*

By posting content to Mamasoup's Social Networks, you are agreeing to allow anyone with access to Mamasoup's Social Networks to access it and use it without restriction, except with regard to any applicable intellectual property rights that you or others may have in such content. You agree that you will not post or transmit material that is confidential or proprietary to you or a third-party.

Mamasoup's Rights and Disclaimers

- *User Generated Content*
 - You grant to Mamasoup a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and fully-paid, transferable right (including the right to sublicense) to exercise all copyright, publicity, and moral rights with respect to any User Generated Content you post on the Mamasoup Social Networks in any media formats and through any media channels.
 - Mamasoup expressly disclaims any liability or responsibility for the User Generated Content posted to its Social Networks, and such content does not necessarily represent the opinions or positions of Mamasoup.
 - Mamasoup does not promise or guarantee that any User Generated Content posted on the Mamasoup Social Networks is correct or accurate, and Mamasoup does not necessarily agree with or endorse such content.
 - Mamasoup retains the right to decline to post any User Generated Content, or remove any previously posted content on Mamasoup Social Networks in our sole discretion.
 - You understand that when using the Site or the Mamasoup Social Networks, you will be exposed to User Generated Content from a variety of sources, and that Mamasoup is not responsible for the usefulness, safety, or intellectual property rights of or relating to such User Generated Content. You further understand and acknowledge that you may be exposed to User Generated Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Mamasoup with respect thereto.
- *Mamasoup's Social Networks*
 - Mamasoup reserves the right, but does not have the obligation, to monitor Mamasoup's Social Networks.

- *General*
 - ALL CONTENT PROVIDED ON the SITE AND THE Mamasoup Social Networks IS PROVIDED “as is”, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER express or implied, including, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND noninfringement of any intellectual or other proprietary rights OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
 - Mamasoup AND ITS SUPPLIERS SHALL not be liable for ANY direct or indirect damages, including without limitation, lost profits OR REVENUES, COSTS OF REPLACEMENT GOODS, lost savings, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR THE MAMASOUP SOCIAL NETWORKS OR ANY MAMASOUP PRODUCT, DAMAGES RESULTING FROM THE USE OF OR RELIANCE ON THE CONTENT PRESENTED, or any incidental, special, or other economic consequential damages, even if MAMASOUP OR ITS SUPPLIERS have been advised of the possibility of such damages.
 - By using the SITE AND THE Mamasoup Social Networks, you agree to indemnify AND hold Mamasoup HARMLESS against any AND ALL third-party action based Upon OR ARISING DIRECTLY OR INDIRECTLY FROM any content you post on the Mamasoup Social Networks.
 - Mamasoup does not grant you any express or implied rights or licenses under any intellectual property rights.

Privacy

- Mamasoup respects your personal privacy and the sensitivity of your corporate information. When you visit the Site, we may collect personally identifiable information that you choose to voluntarily disclose. We also may automatically collect certain website use information as you browse the Site. We may share your personal information with other companies and individuals that perform supporting functions in connection with orders for Mamasoup products (e.g., credit card processing), and with maintaining the Site and the Mamasoup Social Networks. Except as provided herein, we will not share your personal information or any website use information with any party unless required by law.
- Be considerate of others’ privacy, do not reference another without his or her permission.

Mamasoup Employees

- If you are a Mamasoup employee, you must also follow the Mamasoup Employee Social Networking Guidelines.
- Content posted by Mamasoup employees is their own and does not necessarily represent the positions, strategies, or opinions of Mamasoup, unless such persons have been authorized by Mamasoup to speak on its behalf. The content on the Mamasoup Social Networks is provided for informational purposes only and is not meant to be an endorsement or representation by Mamasoup or any other party.

Digital Millennium Copyright Act Notice and Takedown Procedure

- If you believe that your copyright or other rights have been infringed, please provide Mamasoup's Designated Agent (identified below) written notice with the following information:
 - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other interest.
 - A description of the copyrighted work or other work that you claim has been infringed.
 - A description of where the material that you claim is infringing is located on the Site or the Mamasoup Social Networks.
 - Your address, telephone number, and email address.
 - A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Mamasoup's Designated Agent for notice of claims of copyright infringement can be reached as follows:

Mamasoup

Attn: Managing Director

Email: eric@mamasoup.com

- If the disputed materials were posted by a third party identifiable through reasonable efforts, we will provide reasonable notice to the third party of the charge. If the third party responds with a valid counter-notification, we will provide you with a copy so that you may take any other steps you may consider appropriate.