

# Terms of Use

coUrbanize (“coUrbanize,” “we,” “us,” “our”) provides information about our company and the services we provide to registered users and real estate development firms to you through its website located at [www.courbanize.com](http://www.courbanize.com) (the “Site”) (collectively, such services, including any new features, and the Site, the “Service”), subject to the following Terms of Service (as amended from time to time, the “Terms of Use”). We reserve the right, at our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without further notice. You should periodically visit this page to review the current Terms of Use so you are aware of any revision to which you are bound. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

PLEASE READ THIS Terms of Use CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

In addition, when using certain services, you shall be subject to any additional terms applicable to such services that may be posted on the Site from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Use.

## Access and Use of the Service

**Mobile Services:** The Service includes certain services that are available via a mobile device, including, but not limited to, (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile device, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding coUrbanize and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your coUrbanize account information to ensure that your messages are not sent to the person that acquires your old number.

**Age:** If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registration, only with the approval of

addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**Your Registration Obligations:** You are required to register with coUrbanize in order to access and use the Service and certain features including but not limited to posting comments, saving projects, and voting your support for certain projects. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are protected and governed by our Privacy Policy.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify coUrbanize of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. coUrbanize will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** coUrbanize reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that coUrbanize shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that coUrbanize may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on coUrbanize's servers

on your behalf. You agree that coUrbanize has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that coUrbanize reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that coUrbanize reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## Conditions of Use

**User Conduct:** You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "post") or email or otherwise transmit or use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by coUrbanize. coUrbanize reserves the right to investigate and take appropriate legal action against anyone who, in coUrbanize's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- a. post, email or otherwise transmit any content that (i) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable or which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of coUrbanize or any other party or which constitutes or promotes an illegal or unauthorized copy of any other party's copyrighted work; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation, or use any distribution lists including any person who has not given specific permission to be included in such a process (commercial or otherwise); (vi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) in the sole judgment of coUrbanize, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose coUrbanize or its users to any harm or liability of any type;
- b. "stalk," harass, advocate harassment or otherwise violate the legal rights of others;
- c. harm minors in any way; impersonate any person or entity, or falsely state or otherwise misrepresents your

- affiliation with a person or entity;
- d. exploit people in a sexual or violent manner;
- e. solicit personal information from anyone under the age of 18;
- f. harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- h. download any file that you know, or reasonably should know, cannot legally be distributed in such manner;
- i. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- k. violate any terms which may be applicable for any particular area of the Service; or intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- l. use the Service in any unlawful manner or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service;
- m. further or promote any criminal activity or enterprise or provide instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- n. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**Personal Use:** The Service is for your personal use and may not be used for direct commercial endeavors.

**Fees:** You acknowledge that coUrbanize reserves the right to charge for any portion of the Service and to change its fees (if any) from time to time in its discretion. If coUrbanize terminates your account and use of the Service because you have breached these Terms of Use, you shall not be entitled to the refund of any unused portion of fees or payments (if any).

**Special Notice for International Use; Export Controls:** Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you 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.

**No Resale of Service:** Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## Intellectual Property Rights

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by coUrbanize, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. Provided that you are eligible for use of the Service, you are granted a limited license to access and use the Site and the

that you are eligible for use of the Service, you are granted a limited license to access and use the Site and the Service Content and to download or print a copy of any portion of the Service Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to this Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited and will automatically terminate the license granted herein. The technology and software underlying the Service is the property of coUrbanize, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by coUrbanize.

The coUrbanize name and logo are trademarks and service marks of coUrbanize (collectively the "coUrbanize Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to coUrbanize. Nothing in this Terms of Use or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of coUrbanize Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of coUrbanize Trademarks will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will coUrbanize be liable in any way for any content posted by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that coUrbanize does not pre-screen content, but that coUrbanize and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via the Service. Without limiting the foregoing, coUrbanize and its designees shall have the right to remove any content

that violates these Terms of Use or is deemed by coUrbanize, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Posted on the Site:** You are solely responsible for the content and other materials you post on or through the Service or the Site or transmit to or share with other users or recipients (collectively, "User Content"). You will not post any content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By posting any User Content you hereby grant and will grant coUrbanize and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, transmit, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to coUrbanize are non-confidential and coUrbanize shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that coUrbanize may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of coUrbanize, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Copyright Complaints:** coUrbanize respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify coUrbanize or your infringement claim in accordance

with the procedure set forth below.

coUrbanize will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to coUrbanize's Copyright Agent at [info@courbanize.com](mailto:info@courbanize.com) ([mailto:info@courbanize.com?subject=DMCA Takedown Request](mailto:info@courbanize.com?subject=DMCA%20Takedown%20Request)) for (Subject line: "DMCA" Takedown Request).

To be effective, the notification must be in writing and contain the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- a. your physical or electronic signature;
- b. identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- c. a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- d. your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within Boston, Massachusetts and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, coUrbanize will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at coUrbanize's sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, coUrbanize has adopted a policy of terminating, in appropriate circumstances and at coUrbanize 's sole discretion, members who are deemed to be repeat infringers. coUrbanize may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## Hyperlinks to Third Party Websites; Advertising

The Service may provide, or third parties may provide, links to other sites and resources on the Internet. coUrbanize has no control over such sites and resources and coUrbanize is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that coUrbanize shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such hyperlinked site or resource. Any dealings you have with advertisers found while using the Service are between you and the advertiser, and you agree that coUrbanize is not liable for any loss or claim that you may have against an advertiser.

## Indemnity and Release

You agree to release, indemnify and hold coUrbanize and the coUrbanize Entities harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Use or your violation of any rights of another. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes, without limitation, any claim resulting from delay and the criminal acts of others.

## Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. coUrbanize EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

coUrbanize MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES,

INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM coUrbanize OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN These Terms of Use.

ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR YOUR CHILDREN. coUrbanize DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SERVICE AND, THEREFORE, coUrbanize SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SERVICE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICE.

## Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT coUrbanize SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF coUrbanize HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES

RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL coUrbanize'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

## Arbitration

At coUrbanize's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Use or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before J.A.M.S./Endispute, Inc., or its successor. coUrbanize shall advance the costs of such binding arbitration, but you agree that should coUrbanize prevail in the arbitration, coUrbanize is entitled to reimbursement of all costs. Unless otherwise agreed by the parties, arbitration will be held in Boston, Massachusetts before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by J.A.M.S./Endispute, Inc., and will be conducted in accordance with the rules and regulations promulgated by J.A.M.S./Endispute, Inc. unless specifically modified in the Terms of Use. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator will have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three (3) depositions as of right, and the arbitrator will not have the power to order the answering of interrogatories or the responses to requests for admission or the inspection of premises. In connection with any arbitration, each party must provide to the other, no later than ten (10) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration, a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert, and a summary of the expert's opinions and the basis for said opinions. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory damages set forth in the Terms of Use and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Use, and each party hereby irrevocably waives any claim to such damages. The parties covenant and agree that they will participate in the arbitration in good faith. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

## Termination

You agree that coUrbanize, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if coUrbanize believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of service, may be referred to appropriate law enforcement authorities. coUrbanize may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that coUrbanize may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that coUrbanize shall not be liable to you or any third party for any termination of your access to the Service.

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## User Disputes

You agree that you are solely responsible for your interactions with any other user of the Service. coUrbanize reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## General

These Terms of Use constitute the entire agreement between you and coUrbanize and govern your use of the Service, superseding any prior agreements between you and coUrbanize with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms of Use shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and coUrbanize agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Boston, Massachusetts. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS Terms of Use. The failure of coUrbanize to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms of Use are for convenience only and have

no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

## Your Privacy

At coUrbanize, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

## Questions? Concerns? Suggestions?

Please contact us at [info@courbanize.com](mailto:info@courbanize.com) (<mailto:info@courbanize.com>) to report any violations of these Terms of Use or to pose any questions regarding this Terms of Use or the Service.

Date of Last Revision: April 12, 2013.



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