

Dogezer Terms of Use

Last updated 03.01.2018

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THE WWW.DOGEZER.COM (HEREINAFTER) DOGEZER WEBSITE), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE DOGEZER WEBSITE.

These Terms and conditions of use ("Terms") apply solely to your access to, and use of, the Websites or mobile applications of Dogezer ("Dogezer," "we" or "our"), located at www.dogezer.com and any other sites, including sites on a social network, or mobile applications operated by the Dogezer which links to these Terms (the "Sites"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with the Dogezer, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Sites on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to be responsible to Dogezer for any violations of these Terms.

Dogezer reserves the right to change or modify any of these Terms or any policy or guidelines of the Sites, at any time and in its sole discretion. If Dogezer makes changes to these Terms, we will provide notice of such changes, such as by posting a notice on the Sites or updating the "Last updated" date. Your continued use of our Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms and applicable policies whenever you access the Sites and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to you and your use of the Sites. If you do not agree to the amended terms, you must stop using the Sites.

If you have any questions or comments regarding the use of the Sites, please contact the Dogezer.

Privacy Policy

Please refer to our Privacy Policy for information on how the Dogezer collects, uses and discloses information from its users.

Copyright and Limited License

Unless otherwise indicated in the Sites, the Sites and all content and other materials on the Sites, including, without limitation, the Dogezer logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of the Dogezer or our licensors or users and are protected by international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and electronically copy, (except where prohibited without a license) and print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Sites or the Site Materials therein; (b) modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof; (c) any use of the Sites or the Site Materials other than for its intended purpose.

Any use of the Sites or the Site Materials other than as specifically authorized herein, without the prior written permission of Dogezer, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Repeat Infringer Policy

In accordance with the applicable law, Dogezer can terminate, in appropriate circumstances and at Dogezer's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Dogezer may also at its sole discretion limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Copyright Complaints

If you believe that anything on the Sites infringes upon any copyright, which you own or control, you may file a notification of such infringement to the Dogezer

E-Mail Address team@dogezer.com

You should note that if you knowingly misrepresent in your notification that the material or activity is infringement, you will be liable for any damages, including costs and attorneys' fees, incurred by Dogezer or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Trademarks

The Dogezer logo and any other product, service name or slogan contained in the Sites are trademarks of the Dogezer and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Dogezer or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Dogezer" or any other name, trademark, product or service name of the Dogezer without our prior written permission. In addition, the look and feel of the Sites, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade name of Dogezer and may not be copied,

imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Dogezer.

Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Sites for noncommercial purposes, provided such link does not portray the Dogezer or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Dogezer logo or other proprietary graphic of the Dogezer to link to these Sites without the express written permission of the Dogezer. Further, you may not use, frame or utilize framing techniques to enclose any Dogezer trademark, logo or other proprietary information, including the images found on the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without the Dogezer's express written consent. Except as noted above, you are not endowed with any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of the Dogezer or any third party.

The Dogezer makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party the Websites accessible by hyperlink from the Sites, or the Websites linking to the Sites. Such sites are not under the control of the Dogezer and the Dogezer is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. The Dogezer provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by the Dogezer of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

Third Party Content

The Dogezer may provide third party content on the Sites and may provide links to webpages and content of third parties (collectively, "Third Party Content") as a service to those interested in this information. The Dogezer does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that the Dogezer is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

Third-Party Products and Services

The Dogezer may provide or allow users to provide information about or links to third-party products or services on the Sites. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Dogezer is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non Dogezer advertisers or third-party information on the Sites.

Feedback

You acknowledge and agree that any questions, comments, suggestions, feedback, ideas, plans, notes, drawings, original or creative materials or other information or materials regarding the Sites, the Dogezer or the Dogezer's general products or services (but excluding any client information) (the "Feedback") that are provided by you in the form of email or other submissions to the Dogezer, or any postings on the Sites, are (as between you and the Dogezer) nonconfidential and shall become the sole property of the Dogezer. The Dogezer shall own, and you hereby assign to the Dogezer, all exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

User content and Interactive Services or Areas

The Sites may include interactive areas or services ("Interactive Areas"), such as forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other items or materials on the Sites ("User content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

- User content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- User content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international applicable law;
- User content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User content, you represent and warrant that you have the lawful right to distribute and reproduce such User content;
- User content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

- Viruses, corrupted data or other harmful, disruptive or destructive files; and
- User content that, in the sole judgment of the Dogezer, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose the Dogezer or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Sites, and you agree that you will not do any of the following in connection with the Site or its users:

- Use the Site or the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Cheat or utilize unauthorized exploits in connection with the Service;
- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- Send any unsolicited commercial messages;
- Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features The Dogezer may from time to time adopt to protect the Sites, its users or third parties.

The Dogezer takes no responsibility and assumes no liability for any User content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is the Dogezer liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the User content or conduct rules set forth in these Site Terms is solely at the Dogezer's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As a provider of interactive services, The Dogezer is not liable for any statements, representations or User content provided by its users in any public forum, personal home page or other Interactive Area. Although the Dogezer has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, the Dogezer reserves the right, and has absolute discretion, to remove, screen or edit any User content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User content you post or store on the Sites at your sole cost and expense. Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Site Terms and may result in, among other penalties, termination or suspension of your rights to use the Interactive Areas and/or the Sites.

If you post User content to the Sites, unless we indicate otherwise, you grant the Dogezer and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User content throughout the world in any media [on or in connection with the Sites and the promotion thereof] [including without limitation the right to use your name, likeness, voice or identity]. You grant the Dogezer and its affiliates and sublicensees the right to use the name that

you submit in connection with such content, if we choose. You understand and agree that the use of your or other user names, likeness, voice or identities in connection with various features on the Sites does not imply any endorsement of such feature or of the Sites of the Dogezer unless explicitly stated otherwise. You represent and warrant that (a) you own and control all of the rights to the User content that you post or you otherwise have the right to post such User content to the Sites; (b) the User content is accurate and not misleading; and (c) use and posting of the User content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Dogezer, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Dogezer.

Indemnification

You agree to defend, indemnify and hold harmless the Dogezer, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys fees) arising out of or related to any User content you post, store or otherwise transmit on or through the Sites or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against the Dogezer and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

Disclaimer

Except as expressly provided to the contrary in a writing by the Dogezer, the sites, the site materials contained therein and the services provided on or in connection therewith (the "services") are provided on an "as is" basis without warranties of any kind, either express or implied. The Dogezer disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and noninfringement as to the sites and the services, including the information, content and materials contained therein. The Dogezer does not represent or warrant that materials in the sites or the services are accurate, complete, reliable, current or error-free. The Dogezer does not represent or warrant that the sites or its servers are free of viruses or other harmful components.

The Dogezer is not responsible for typographical errors or omissions relating to pricing, text or photography. While the Dogezer attempts to make your access and use of the sites and the services safe, The Dogezer cannot and does not represent or warrant that the sites or its server(s) are free

of viruses or other harmful components; therefore, you should use industry-recognized software to detect and remove viruses from any download.

Limitation of Liability

In no event shall the Dogezer, its directors, members, partners, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the sites, the services, the content or the materials contained in or accessed through the sites, including without limitation any damages caused by or resulting from reliance by user on any information obtained from the Dogezer, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the Dogezer's records, programs or services. In no event shall the aggregate liability of the Dogezer, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the sites or the services or to these site terms exceed any compensation you pay, if any, to the Dogezer for access to or use of the sites.

Modifications to the Sites

The Dogezer reserves the right to change any and all content contained in the Sites and to modify, suspend or discontinue the Sites or any Services offered through the Sites or any features or functionality of the Sites or the Services at any time without notice and without obligation or liability to you.

Applicable Law and Arbitration

These Site Terms and your use of the Sites shall be governed by and construed in accordance with the applicable law and agreements. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in independent arbitration court selected by the Dogezer and at the Dogezer discretion and choice and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

Termination

Notwithstanding any of these Site Terms, the Dogezer reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent future your access to and use of the Sites.

Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

Questions & Contact Information

Questions or comments about the Site may be directed to the Dogezer via email community@dogezer.com