**Terms of Service**

**1. What are these Terms of Service about?**

These terms of service ("Terms") tell you how you may use Postaround.me application (the "Services") to access, view, upload, edit and/or change content for your personal and non-business use so please read them carefully. By accessing or using the Services you agree to be bound by these Terms.

**2. Terms**

Postaround.me provides the user (“user”) a platform to post messages with all other website's readers, for facilitating sharing information among them.

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

The Services that Postaround.me provides are always evolving and the form and nature of the Services that Postaround.me provides may revise and update this Agreement from time to time without notice to you. You can review the most current version of the Terms at any time at: http://www.postaround.me/Pages/Terms.aspx

Postaround.me may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

If you do not agree with any of these terms, you are prohibited from using or accessing this service. The materials contained in this web site are protected by applicable copyright and trade mark law.

**2. Use License**

1. Permission is granted to temporarily download one copy of the materials (information or software) on Postaround.me's web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
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   2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
   3. attempt to decompile or reverse engineer any software contained on Postaround.me's web site;
   4. remove any copyright or other proprietary notations from the materials; or
   5. transfer the materials to another person or "mirror" the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Postaround.me at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**3. Disclaimer**

1. The materials on Postaround.me's web site are provided "as is". Postaround.me makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Postaround.me does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

**4. Limitations**

In no event shall Postaround.me or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Postaround.me's Internet site, even if Postaround.me or a Postaround.me authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**5. Revisions and Errata**

The materials appearing on Postaround.me's web site could include technical, typographical, or photographic errors. Postaround.me does not warrant that any of the materials on its web site are accurate, complete, or current. Postaround.me may make changes to the materials contained on its web site at any time without notice. Postaround.me does not, however, make any commitment to update the materials.

**6. Links**

Postaround.me has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Postaround.me of the site. Use of any such linked web site is at the user's own risk.

**7. Site Terms of Use Modifications**

Postaround.me may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**8. Governing Law**

Any claim relating to Postaround.me's web site shall be governed by the laws of the State of Israel without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

# Terms of Service

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

Sugar Packet, Inc. d/b/a NeighborGoods (“NeighborGoods, “we”, “us”) provides the user (“you”) a platform for facilitating the peer-to-peer sharing, rental, and sale of products and services.

In order to use NeighborGoods, you must first agree to the terms and conditions of this Terms of Use Agreement (the “Agreement”). Please read the Agreement carefully before registering with or using NeighborGoods. If you do not agree to comply with the terms of this Agreement, you should not indicate your acceptance of it, and should not use NeighborGoods. You cannot register as a NeighborGoods user unless and until you have expressly indicated your acceptance of this Agreement.

We may revise and update this Agreement from time to time. If you are a registered user, we may attempt to inform you of any material changes by notification to the email address you have provided during the registration process. Otherwise, you may view the most recent Agreement on the NeighborGoods website.

**REGISTRATION  
Eligibility.** Registered users of NeighborGoods (each a “User”) must be of legal age in their applicable state or other jurisdiction to form and perform binding legal contracts for the rental/exchange between them. In no case shall any User be less than eighteen (18) years old. Your registration for, and/or use of, NeighborGoods constitutes your representation that (a) you satisfy these eligibility requirements, and (b) you have the right, authority and capacity to abide by all of the terms and conditions of this Agreement. Registration is void where prohibited.

By registering to use NeighborGoods, you affirm that you are 18 years of age or older.  You agree to provide accurate, current, and complete information during the registration process, including your real name and contact information (“Registration Information”). We reserve the right to refuse registration for any reason at our sole discretion.

**Online Account Security; No Assignment.** Upon registration, you will select a unique username and password. You are responsible for maintaining the security and confidentiality of your username and password. You are further responsible for any and all activity on your account. You agree to notify us in writing immediately if you suspect any unauthorized use of or access to your account. NeighborGoods will not be liable for any loss or damage to you arising from unauthorized access to or use of your account caused by your failure to comply with this provision.

**CONDITIONS OF USE**  
Conditioned on your compliance with this Agreement,  grant to you a personal, limited, nonexclusive, nontransferable license to use NeighborGoods. We reserve all rights of ownership in NeighborGoods not expressly granted to you. We or our licensors own all right, title and interest in and to NeighborGoods and its content, including all copyrights, trademarks, and other intellectual property rights (“NeighborGoods Content”).  Neither your account nor any of your rights or obligations as a NeighborGoods user may be assigned, transferred, rented, loaned, or otherwise distributed or used for the benefit of any other person or entity without our prior written consent.

**Personal Conduct.** As a condition of the license granted to you to use NeighborGoods, you agree that you will not use NeighborGoods in any manner or for any purpose that violates any applicable law, regulation, or term of this Agreement. Specifically, you agree that you will not (i) access or attempt to access any account that you are not authorized to access, (ii) modify or attempt to modify NeighborGoods in any manner or form, (iii) copy, distribute, or create derivative works based on the NeighborGoods Content, (iv) impair NeighborGoods or any other person’s use or enjoyment of NeighborGoods or of any good or service procured through NeighborGoods, including but not limited to, by trespass or burdening network capacity, or (v) sublicense, sell, resell, or otherwise convey NeighborGoods, the NeighborGoods Content, or any elements thereof.

The following non-exhaustive list of conduct that is expressly prohibited:

* Any attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of NeighborGoods, Sugar Packet, Inc., or any User or supplier, or those of any other party.
* Any attempt to probe, scan or test the vulnerability of a system or network of NeighborGoods or any User or supplier, or those of any other party.
* Interference, or any attempt to interfere with, service to any User, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system.
* Forgery of any TCP-IP packet header or any part of the header information in an e-mail or posting.
* Falsification of address information or other modification of e-mail headers to conceal the sender’s or the recipient’s identity.
* Use of NeighborGoods to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider.
* Use of NeighborGoods to engage in activities that violate any applicable law or governmental regulation.
* Any use of NeighborGoods that we deem, in our sole discretion, to be exploitative, harassing, or otherwise harmful to any other person or entity.
* Use of NeighborGoods or any Sugar Packet, Inc. service to engage in activities that violate any applicable law or governmental regulation, including (without limitation) laws and regulations relating to (i) the possession, use, or distribution of weapons, alcohol, prescription drugs or other restricted substances, (ii) pornography, (iii) computer malware, (iv) professional licensing requirements, and/or (v) any other activity which is subject to criminal or civil penalty.

**Content.** You are solely responsible for the information and/or materials that you publish, display or otherwise communicate in any manner posted on or sent through NeighborGoods or transmit to any other User (“User Content”). You will not post or distribute to another User any illegal or prohibited User Content, including (but not limited to) User Content that:

* is patently offensive, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
* harasses or advocates harassment of another person.
* involves the transmission of unsolicited mass mailing (“spamming”).
* contains information that you know (or reasonably should know) is false or misleading, or promotes illegal activities.
* is abusive, threatening, obscene, defamatory or libelous.
* contains or promotes distribution of, or access to, any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
* contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page).
* contains or provides material that exploits people under the age of 18 in a sexual or violent manner.
* solicits personal information from anyone under the age of 18.
* impersonates any individual.
* provides instructional information about illegal activities, such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses.
* solicits a password or personally identifying information for commercial or unlawful purposes from another User.
* engages in commercial activity other than standard goods rental and/or sales without our prior written consent (such as conducting contests, sweepstakes, advertising, and/or pyramid schemes).

You acknowledge and agree that we may (but have no obligation to) review and revise or delete any User Content, message, or other material posted to or sent through NeighborGoods that we in our sole discretion determine is in violation of this Agreement, or might be offensive or illegal, or might harm, threaten the safety of, or violate the rights of other Users, persons or entities. We further reserve the right to refuse use of NeighborGoods or any other service to anyone, for any reason. However, you remain solely responsible for User Content posted or otherwise communicated by you, and the goods and services exchanged by you, through NeighborGoods. We will treat all non-public communications between you and other Users in accordance with the NeighborGoods Privacy Policy.

**Accuracy of Information.** You will not provide inaccurate, misleading or false information to or through NeighborGoods or to any other User. You agree to promptly notify us if information provided to or through NeighborGoods or another User later becomes, or is discovered to be inaccurate, misleading or false.

**Insurance.** You are solely responsible for any loss or damage suffered as a result of lending, leasing, distributing, borrowing, renting, selling, or otherwise obtaining and/or using, any good or service via NeighborGoods. You are responsible for obtaining and maintaining any insurance which you deem necessary or advisable to cover any loss or damage to such good and/or incurred by anyone in connection with the use or provision of the good or service. To the extent that you maintain such insurance, you are solely responsible for ensuring that your policy covers the intended exchange of the good or service.

**Links to Third Party Sites.** NeighborGoods may contain hyperlinks to websites that are not controlled by us, and which may have their own terms of service and privacy policies. We is not responsible for, and do not endorse or accept any responsibility for, the contents of or your use of such websites.  
  
**Violations.** You agree to promptly report to us any violation of the terms of this Agreement by you or any other User.  
  
**INTERACTIONS WITH USERS  
What We Do**  
Through NeighborGoods, we provide a platform for facilitating the peer-to-peer sharing, rental, and sale of products and services between Users.

**What We Don’t Do**  
We do not actively participate in any transactions, and do not verify or guarantee the truth or accuracy of any information posted by any User with regard to the existence, availability, authenticity, quality, or value of any item offered through NeighborGoods. We do not and cannot guarantee that transactions entered into between Users will be completed.

You agree that you are solely and exclusively responsible for, must evaluate and make your own judgment about, and bear all risks associated with (i) your interactions with other members and/or Users, whether online or in person, and (ii) your use of any products or services made available by Users.

You acknowledge that we do not screen or investigate the background of any Users, nor do we verify or otherwise warrant the accuracy of any representations or statements made by any User to you or others regarding products or services. Your dealings with Users, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such User exclusively and do not involve NeighborGoods or its sponsors or enterprise partners. It is your sole responsibility to make whatever investigation and take whatever precautions you deem necessary or appropriate prior to interactions and transactions with other Users, whether online or in person. SUGAR PACKET, INC., AND ITS SPONSORS AND ENTERPRISE PARTNERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE BACKGROUND OR CONDUCT OF ANY USER.

In no event shall Sugar Packet, Inc., or its sponsors or enterprise partners be liable for any damages of any kind whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of any User (including you) in connection with use of NeighborGoods, whether online or in person, including without limitation pecuniary loss, bodily injury or death, emotional distress, and/or any other damages resulting from communications, meetings, agreements or other dealings with other Users or other persons you encounter in connection with your use of NeighborGoods.

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By posting User Content to or through NeighborGoods, you grant us a world-wide, royalty free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and/or display in any format or medium, with full right of sublicense, such User Content on and through NeighborGoods.   
  
**Submissions.** All comments and feedback, testimonials, and other generally non-personal information submitted to us (“Submissions”) will be deemed non-confidential and our property. By providing one or more Submissions to us, you agree to assign to us, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submission(s). Subject to the restrictions on use of personal information in the NeighborGoods Privacy Policy, we will be free to use and/or disseminate the Submission(s) on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submission(s) that you provide, and that you have full responsibility for the Submission(s), including their legality, reliability, appropriateness, originality and copyright.  
  
**PERSONAL INFORMATION AND PRIVACY**To learn about how we protect your privacy, please refer to the NeighborGoods Privacy Policy.

**REPRESENTATIONS AND WARRANTIES**You represent and warrant that (i) all Registration Information provided by you is correct and current, and (ii) your use of NeighborGoods complies with all applicable laws, and does not violate the rights, including intellectual property rights, of any third party.

**DISCLAIMER; LIMITATION OF LIABILITY**  
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You agree to indemnify, defend, and hold harmless Sugar Packet, Inc., its officers, directors, employees, agents, subcontractors, sponsors, and enterprise partners for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to (i) any intentional or willful violation by you of any rights of another or harm to another caused by you or any product or service you make available through NeighborGoods, (ii) any inaccurate or untruthful User Content or other information provided by you to or made available through NeighborGoods, (iii) any violation by you of any term of this Agreement.  
  
**TERMINATION**  
Either you or we may terminate your account and/or membership at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. We reserve the right to immediately suspend or terminate your access to NeighborGoods or any other Sugar Packet, Inc. service, without notice, if we (in our sole discretion) determine that you have violated any term of this Agreement. In the event that your access is suspended due to the breach of this Agreement, you acknowledge and agree that any fee(s) you have paid for such service will not be refunded. Following any termination of your account and/or membership, we reserve the right to send a notice that you have been terminated to other Users with whom you have corresponded.  
  
**NOTICES**  
All notices and communications required or permitted to be made pursuant to this Agreement shall be sent by certified or registered mail, postage prepaid or electronic mail as follows: if to you, to the most current email address or physical address on file with Sugar Packet, Inc. in association with your membership or account; if to Sugar Packet, Inc.:   
  
Sugar Packet, Inc.  
923 E. 3rd St. Suite 307  
Los Angeles, CA 90013  
Email: info@neighborgoods.net  
  
**GOVERNING LAW**  
This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without giving effect to its choice-of-law rules. The federal and state courts of the State of California shall be the exclusive forum for resolution of claims or disputes relating to or arising out of this Agreement or your use of Neighborgoods. You submit to the exclusive jurisdiction of the appropriate state or federal courts in Los Angeles County, California, in any proceeding relating to any such claim or dispute.

**GENERAL CONDITIONS**This Agreement contains the entire agreement between you and Sugar Packet, Inc. regarding the use of NeighborGoods and any product or service obtained in relation thereto, superseding any prior agreements (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the terms will survive termination of your account and/or membership. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

**QUESTIONS?**If you have any questions or concerns about this Agreement or NeighborGoods, please click here to contact us.