

# Catch Insights - Terms of Use

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## Accepting the Terms of Use

The purpose of this website, [www.catchinsights.com](http://www.catchinsights.com) (the "Site"), owned and operated by Gems of Insight, LLC ("GOI"), a Washington limited liability company, is to provide a medium to share personal opinion insights with visitors to the Site. Please read these terms of use carefully before using the Site or any services provided on the Site (collectively, "Services"). The following terms and conditions, along with GOI's Privacy Policy (collectively, the "Agreement"), set forth the entire agreement regarding the use of the Site and Services.

GOI reserves the right, in its sole discretion, to modify these Terms of Use at any time. In the event of any such modification, GOI will post revised Terms of Use on the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by You following such modification constitutes Your acceptance of the terms and conditions of this Agreement as modified.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE SITE AND/OR USING THE SERVICES, YOU AGREE TO BECOME BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT ACCESS THE SITE OR USE THE SERVICES.

## 1. Access to the Services

The Services provided on the Site, or which may be provided on the Site, are solely for Your own use and not for the use or benefit of any third party. The Services include, but are not limited to, any services GOI performs for You, as well as the offering of any Content (as defined below) on the Site.

By using the Services, You certify to GOI that if You are an individual (i.e., not a corporate entity), You are at least 13 years of age. No one under the age of 13 may provide any personal information to or on GOI (including, for example, a name, address, telephone number or email address). You also certify that You are legally permitted to use the Services and access the Site, and take full and sole responsibility for the selection and use of the Services and access of the Site.

You alone shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Services, including without limitation modems, hardware, software, and long distance or local telephone service. You alone shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

This Agreement is void where prohibited by law, and the right to access the Site is revoked in such jurisdictions. GOI makes no claim that the Site may be lawfully viewed or that Content may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If You access the Site from outside the United States, You do so at Your own risk and You are responsible for compliance with the laws of Your jurisdiction.

GOI will use reasonable efforts to ensure that the Site and Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Site and/ or Services are interrupted, e.g., for maintenance, upgrades and repairs or due to failure of telecommunications links and equipment. Every reasonable step will be taken by GOI to minimize such disruption where it is within GOI's reasonable control. GOI shall not be liable to You or any other party for any lack of availability of the Site, the Services, or any portion thereof.

GOI may change, suspend or discontinue the Services or any portion thereof at any time, including the availability of any feature, database, or Content (defined below). GOI also may impose limits or restrictions on Your ability to access parts or all of the Services. GOI further retains the right to create limits on use or storage in its sole discretion at any time with or without notice. You acknowledge that you are not entitled to prior notice of any such changes. GOI shall not be liable to You or any other party should

GOI exercise its rights to modify, limit, restrict, suspend, or discontinue all or any portion of the Services or Your use thereof. **2. Site Content**

The Site and its contents are intended solely for the use of users of the Site and only may be used in accordance with the terms of this Agreement. All materials displayed or performed on the Site, including but not limited to Insights (defined below), text, graphics, logos, tools, photographs, images, illustrations, software or source code, audio and video and animations (collectively, "Content"), other than Content posted by You or other users ("User Content"), are the exclusive property of GOI and are protected by United States and international copyright laws. All trademarks, service marks, and trade names are proprietary to GOI and/or third parties. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Other than as expressly set forth in this Agreement, You may not copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce (except as provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content or Services in whole or in part.

You are granted a nonexclusive, nontransferable, limited right to access, use and display the Content, provided that you comply fully with the Agreement. Your use of the Content shall be for personal, non-commercial use only, and any other use is expressly prohibited without the prior written permission of GOI or other copyright holder identified in such Content's or copyright notice. In the event you download or copy any Content displayed on the Site, You must maintain all copyright and other notices contained in or applicable to such Content.

### **3. User Content**

You shall own all User Content that You contribute to the Site, but You hereby grant and agree to grant GOI a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to copy, cache, store, distribute, reproduce, modify, adapt, publish, translate, publicly perform, publicly display and otherwise use such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed ("Content License").

You warrant, represent and agree that You have the right to grant GOI and the Site the rights set forth above. You represent, warrant and agree that You will not contribute any User Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party, (b) reveals any trade secret, unless You own the trade secret or have obtained the owner's permission to post it, (c) infringes any intellectual property right of another or the privacy or publicity rights of another, (d) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (e) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or (f) remains posted or is posted again after You have been notified that such User Content violates any of sections (a) to (e) of this sentence.

GOI reserves the right to remove any User Content from the Site, modify or revise any User Content on the Site, suspend or terminate Your right to use the Services at any time, or pursue any other remedy or relief available to GOI and/or the Site under equity or law, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if GOI is concerned that You may have breached the immediately preceding sentence), or for no reason at all.

### **4. Nature of Content as Personal Opinions Only**

The Site offers a platform for GOI bloggers and users to share and comment on their experiences, opinions and other personal insights (collectively referred to as "Insight"). The Content of the Site, including any Insight, is the personal view of the poster; such Content constitutes or represents opinions only and is meant only for entertainment and discussion purposes. By publishing any Insight, GOI does not hold itself out as an expert, nor does it offer any advice which would create a legal duty.

GOI does not sponsor, endorse oversee or in any way control Insight posted by parties other than GOI. GOI is expressly not responsible or liable for anything anyone says on our Site, including in Insights, nor the laws which they may break in your country or theirs through their comments' content, implication, and intent.

The intention of the Site is to do no harm. GOI does not intend to injure others, harm, defame or libel them. What is written on Site is to be taken as opinion only, and not fact, advice, or counsel. You should not take or use any Insight as advice, tips, techniques or recommendations, and if you do so and are injured GOI is not to be held responsible or liable.

The Site is always a work in transition, and the Content is not permanent and may be edited or removed from time to time. Content published on the Site may not be valid or accurate in the future. The content, sources, information and links may change over time and GOI is not liable for such changes or good-faith inaccuracies, or for any good-faith inaccuracies on the Site as a whole.

Any effect, negative or otherwise, based upon following any Content or User Content, including without limitation any Insight, displayed on the Site shall not create any relationship or duty and/or liability for GOI. By using the Site, You understand and agree that you are proceeding at your own risk when considering the opinions provided on the Site. GOI and its bloggers do not hold themselves out to be experts in personal development, business, or any other area(s) of Content discussed on the Site. You understand and agree that You take and follow any Insight at your own risk and GOI does not bear any responsibility or liability for the actions of any GOI users or any third parties who take or follow any Insight.

To the fullest extent permitted under applicable law, GOI disclaims all liability, regardless of the form of action, for the acts or omissions of other GOI users or any other third party and will not be liable for any damages, direct, indirect, incidental and/or consequential arising out of Your use or sharing of Insight with any GOI user or third party.

## **5. Restrictions**

You are responsible for all of your activity in connection with the Services and accessing the Site. Any fraudulent, abusive, or otherwise illegal activity or any use of the Services or Content in violation of this Agreement may be grounds for termination of Your right to Services or to access the Site. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any GOI user.

Use of the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Under no circumstances will You use the Site or the Service to (a) send unsolicited e-mails, bulk mail, spam or other materials to users of the Site or any other individual, (b) harass, threaten, stalk or abuse any person or party, including other users of the Site, (c) create a false identity or to impersonate another person, or (d) post any false, inaccurate or incomplete material or delete or revise any material that was not posted by You.

## **6. Warranty disclaimers**

GOI has no special relationship with or fiduciary duty to You, and none is created by Your use of the Site or Services. You acknowledge that GOI has no control over, and no duty to take any action regarding: which users gain access to the Site; which Content You access via the Site; what effects the Content may have on You; how You may interpret or use the Content; or what actions You may take as a result of having been exposed to the Content. You release GOI from any and all liability related to Your having acquired or not acquired Content through the Site.

The Site may contain, or direct You to other websites containing, information that some people may find offensive or inappropriate. GOI makes no representations concerning any content contained in or accessed through the Site, and GOI will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site.

Although GOI and the Site will make reasonable efforts to store and preserve the material residing on the Site, neither GOI nor the Site is responsible or liable in any way for the failure to store, preserve or access User Content or other materials You transmit or archive on the Site. You are strongly urged to take measures to preserve copies of any data, material, content or information You post or upload on the Site. You are solely responsible for creating and storing back-ups of your User Content.

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