Terms of Use

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- Should you object to any term or condition of this agreement or any subsequent modifications thereto or become dissatisfied with FreshSpoke in any way, your only recourse is to immediately discontinue use of the web site and associated mobile and facebook application.
- FreshSpoke will not be held liable for any loss or damage for non-compliance by you with the Terms of Use as may be amended, restated, replaced or superseded from time to time.
- Please report any violation of there Terms of Use to our customer support team from our Contact Us page.
- You understand and agree that unless expressly stated, FreshSpoke in no way controls, verifies or endorses any of the information contained on the platform including member profiles, product listings, links, messages and posts, events, advertisements, ratings and reviews.

Privacy

To understand our privacy and security practices, please review our Privacy Policy as it also governs your visit on our web site and associated applications.

Electronic Communications

FreshSpoke communicates with you electronically only when solicited to do so through your own consent or through your friends' social sharing on FreshSpoke and other web sites such as facebook, Twitter, Google+ and Pinterest. We will communicate with you by e-mail or by posting messages to these sites.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and understand that at anytime you can opt out of receiving such communications from FreshSpoke.

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Your Conduct on FreshSpoke

If you use this site, you are responsible for maintaining the confidentiality of your account, password and also for restricting access to your computer. At the same time, agreeing to accept responsibility for all activities that occur under your account or password.

If you are under 18, you may use our web site only with involvement of a parent or guardian. FreshSpoke and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. FreshSpoke expects its members to conduct themselves in a manner appropriate to a public web site,. without exception., It is the responsibility of every member to adhere to the code of conduct outlined below:

- Visitors may post reviews, comments, and other content.They may also submit suggestions, ideas, comments, questions, or other information, providing the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties, or objectionable.
- Content contributed by members must not consist of or contain, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."
- You grant FreshSpoke sole discretion to remove or delete any postings, information, materials or other content that violates our Terms of Use.
- You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.
- You must not engage in reverse engineering, decompile or disassemble any of the software used in the development and delivery of content, through FreshSpoke.
- You must not interfere with or disrupt FreshSpoke or any of our servers or networks connected to our platforms.
- You must never obtain, store, remove or modify the personal information about other users.
- You must not use automated programs such as spiders, robots, crawlers, data mining tools, operate scripts that scrape data from FreshSpoke, or the like, to 'meta-search' or download data from FreshSpoke for any purpose including competitive or commercial purposes. FreshSpoke will block all programs that do not comply with these restrictions.
- You may never harvest site content from FreshSpoke and display/reformat this content in a way for commercial use or in a way that competes with FreshSpoke. FreshSpoke reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, unless we indicate otherwise, you grant FreshSpoke and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant FreshSpoke and its associates and sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury toany person or entity. That you will

indemnify FreshSpoke or its associates for all claims resulting from content you supply. reshSpoke has the right but not the obligation to monitor and edit or remove any activity or content. FreshSpoke takes no responsibility and assumes no liability for any content posted by you or any third party.

FreshSpoke reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Indemnity

You agree to defend and indemnify FreshSpoke and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, brought by third parties as a result any violation of our Terms of Use. This includes any content you post to FreshSpoke, your use of FreshSpoke's tools, products and information,; or any violation of a third party's rights.

- your breach of this Agreement or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this Website.

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Applicable Law

By visiting FreshSpoke, you agree that the laws of the province of Ontario, Canada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and FreshSpoke or its associates. Disputes This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein except that, to the extent you have in any manner violated or threatened to violate FreshSpoke's intellectual property rights, FreshSpoke may seek injunctive or other

appropriate relief in any province, state or federal court in the province of Ontario, Canada and you consent to exclusive jurisdiction and venue in such courts. The parties have required that this Agreement and all documents relating hereto be drawn up in English.

FreshSpoke Policies, Modifications and Severability

Please review our Privacy Policy (posted on this site) as well as the policies of all our platform providers (i.e. facebook, iPhone). These policies also govern your visit to FreshSpoke. We reserve the right to make changes to our site, policies, and these Terms of Use at any time. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Questions?

Questions regarding our Terms of Use, Privacy Policy, or other policy related material can be directed to the FreshSpoke Crew by clicking on the contact button on the top menu or using the "Get In Touch" form available on the right side of the screen.