

## **MINTSCRAPS, INC. TERMS OF SERVICE**

This Terms of Service (the “**Terms**”) is a binding agreement between **MintScraps, Inc.**, (“**MintScraps**”), and the user or person (“**you**”) who accesses mintscraps.com, uses the application, dashboard, or any other services therein (collectively, the “**Sites**”).

By using or even just visiting the Sites, you acknowledge that you have read, will abide by, and enter into both the Terms and our Privacy Policy and any future amendments thereof. As long as you comply with the Terms, MintScraps grants you a personal, non-exclusive, revocable, non-transferable, non-sublicensable, limited privilege to access and use the Sites.

If you do not agree to all of these terms or conditions then you may not use the Sites and should leave immediately.

### **1. REPRESENTATIONS AND WARRANTIES**

By accessing the Sites, you expressly represent and warrant the following:

1. You agree to the Terms and our Privacy Policy, and your use of the Sites is an acknowledgment of your agreement to be bound by them.
2. You are at least 13 years old, and have the right, authority and capacity to abide by the Terms. If you are between the ages of 13 and 17 years old, your legal guardian has reviewed and agreed to these Terms.
3. Your use of the Sites is for your personal use, or in connection with an employer who is a MintScraps user.
4. You may only access the Sites using authorized means.
5. You are solely responsible for content and data you post to the Sites, and MintScraps has no obligation to monitor the content that other users post and assumes no liability for such content, but may remove such content for any reason at any time in its sole discretion.
6. MintScraps is not responsible for unsolicited communications that may arise from your posting of information on the Sites.
7. The license granted to you by MintScraps does not include any resale or commercial use of content from the Sites (except as may be permitted through an enterprise license granted to an organization you are working with or for), including downloading, streaming, or copying of information for the benefit of another.
8. Any infographics, financial and waste estimates, and other reports based on MintScraps’ data analysis is solely an estimate, and should be independently analyzed and verified.

You also agree not to do any of the following:

1. Conduct or promote any illegal activities while using the Sites;
2. Modify or create derivative works based upon the Sites’ content;
3. Attempt to gain access to secured or private portions of the Sites, or any other user’s information (other than other people in your organization where you have

- obtained explicit permission from the other person or organization), or influence any giveaways that are posted on the Sites;
4. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
  5. Use the Sites to generate unsolicited email advertisements, spam, surveys, contests, or pyramid schemes;
  6. Use any process to search or harvest information or user information from the Sites, or interfere with the proper functioning of the Sites;
  7. Post vulgar, offensive, libelous or defamatory, fraudulent, misleading, illegal, or otherwise inappropriate content or images or impersonate another user or person;
  8. Distribute or otherwise use the content on the Sites without written permission from MintScraps;
  9. Exploit, distribute, or publicly communicate any error, miscue, or bug on the Sites;
  10. Use any robot, spider, scraper, or other device to retrieve, index, download, or store any portion of the Sites, including information about other users or commenters;
  11. Create or upload material that infringes, misappropriates, or violates the intellectual property publicity, privacy, or other proprietary rights of any party;
  12. Use meta tags or any other “hidden text” using MintScraps’ name or trademarks without its express written consent;
  13. Use false or inaccurate biographical or financial information in relation, or other information or data known to be false or misleading, to your MintScraps account.
  14. Allow others to use or access your account – you will be responsible for any losses or damages arising from that unauthorized use; or
  15. Use MintScraps for other than its intended service as a waste-analysis tool, as may be authorized by the enterprise user.

## **2. INTELLECTUAL PROPERTY OWNERSHIP**

MintScraps alone shall own all rights, title and interest, including all related intellectual property rights in and to the Sites. The Terms is not a sale agreement and does not convey to you any rights of ownership in or related to the Sites, and product names associated with MintScraps are trademarks of MintScraps or third parties, and no right or license is granted to use them. We reserve all rights that are not expressly granted to you in the Terms.

The content and data on the Sites, excluding all intellectual property of other Sites or any enterprise users, is owned by MintScraps and subject to copyright and other intellectual property rights under US and foreign laws. This includes, without limitation, the text, images, graphics, software, scripts, graphics, photos sounds, interactive features and the trademarks, service marks and logos contained therein.

As between you and MintScraps, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in content that you post to the Sites, such as data, comments or uploads and content to enter giveaways. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make

derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the content in any manner we choose. If you have any rights to the content that cannot be licensed to us (such as moral rights in some countries), you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

Except as expressly provided in the Terms, no part of the Sites and no content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, websites or other medium or for any commercial purpose, without MintScraps's prior express written consent.

"MintScraps" is a trademark of MintScraps. All custom graphics, icons, logos and service names are trademarks of MintScraps. All other trademarks are property of their respective owners. The use of any MintScraps trademark without MintScraps's express written consent is strictly prohibited.

### **3. COPYRIGHT INFRINGEMENT POLICY**

Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act (the "**Act**"), MintScraps may terminate access to the Sites of any user, visitor, or vendor who uses his or her privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to MintScraps and later confirmation through court order or an admission by the customer that an account has been an instrument of unlawful infringement, MintScraps will terminate the infringer's access to the Sites. MintScraps may also in its sole discretion decide to terminate the infringer's access to the Sites prior to that time if it has good belief that infringement has in fact occurred, in MintScraps' sole discretion.

Pursuant to 17 U.S.C. § 512, MintScraps has implemented procedures for receiving notification of claimed infringements and for processing such claims in accordance with the Act. If you believe that your copyright has been infringed through the Sites, please contact MintScraps electronically at [dmca@mintscraps.com](mailto:dmca@mintscraps.com). Any electronic notice describing the infringing activity must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive trademark that is allegedly infringed;
2. A description of the allegedly infringing work or material;
3. A description of where the allegedly infringing material is located on MintScraps's Sites;
4. Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright or other proprietary right owner, its agent, or the law; and

6. A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this Section, your takedown notice may not be valid.

#### **4. TERMINATION**

We may change or discontinue the Sites, or any of the related services at any time without prior notice. We reserve the right to terminate the Terms for you any reason without prior notice. In the event of termination, you will immediately lose access to the Sites and related services.

Without limitation, MintScraps may terminate your right to use the Sites at any time for any or no reason, breaching any part of the Terms or the Privacy Policy, or if MintScraps determines that you have engaged in inappropriate or offensive behavior. MintScraps will provide you with written or email notice of such termination and termination will be effective immediately upon delivery of such notice.

In addition to terminating or suspending your access, MintScraps reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Even after your right to use MintScraps is terminated or suspended, the Terms will remain enforceable against you.

You may terminate the Terms at any time by ceasing all use of the Sites. All sections which by their nature should survive the expiration or termination of the Terms shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Terms.

#### **5. THIRD PARTY INTERACTIONS**

During use of the Sites, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Sites. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. MintScraps and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. MintScraps does not endorse any Sites on the Internet that are linked through the Sites, and in no event shall MintScraps or its licensors be responsible for any content, products, services or other materials on or available from such Sites or third party providers. MintScraps provides services to you pursuant to the Terms.

You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and MintScraps disclaims any and all responsibility or liability arising from such agreements between you and the third party providers. By

agreeing to these terms and conditions you agree to receive such advertising and marketing and promotions.

We may also allow access to, or advertise, certain third parties from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by third parties. Third parties are responsible for all aspects of order processing, fulfillment, billing and customer service related to the products and services they offer. We are not a party to the transactions entered into between you and third parties. Third parties and other advertisers are also responsible for ensuring that advertisements and other materials submitted for inclusion on MintScraps are accurate and comply with applicable laws.

## **6. INDEMNIFICATION**

By entering into the Terms and using the Sites, you agree that you shall defend, indemnify and hold MintScraps, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any part of the Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of courier services arranged via MintScraps, or (c) your use or misuse of MintScraps. This defense and indemnification obligation will survive the Terms.

## **7. DISCLAIMER OF WARRANTIES**

*The content and data on the Sites, including user-generated and posted content and data, is provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, MintScraps disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. MintScraps does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, that the Sites or the server that makes it available are free of viruses or other harmful components, that the service will retain all user content and data in full integrity, or keep readily available all user content and data. MintScraps does not warrant or make any representations regarding the use or the results of the use of the materials, information or advice in or from the Sites in terms of their correctness, accuracy, reliability, or otherwise.*

*Under no circumstances, including, but not limited to negligence, shall MintScraps be liable for any special, indirect, incidental or consequential damages that result from the use of or the inability to use the content on the Sites, even if MintScraps or their authorized representative has been advised of the possibility of such damages. In no event shall MintScraps' total liability to you for all damages, losses, and causes of action whether in contract or tort exceed the amount paid by you, if any, for accessing this Sites.*

## **8. DISPUTE RESOLUTION**

The Terms shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of

action arising out of or in connection with the Terms or the Sites shall first be subject to 30 days of informal negotiation, to begin upon written notice. If you and MintScraps are unable to resolve the dispute through informal negotiations, all claims arising from use of the Sites will be exclusively resolved by binding arbitration.

*You understand that if either party elects to arbitrate, neither party will have the right to sue in court or have a jury trial.*

Arbitration will take place in San Francisco, California, and will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, which are available at [www.adr.org](http://www.adr.org).

Except as otherwise provided in the Terms, you and MintScraps may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Each party retains the right to bring an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a federal or state court in San Francisco, California, with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights.

You and MintScraps agree that any arbitration will be limited to the dispute between MintScraps and you individually. *You acknowledge and agree that you and MintScraps are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding.*

Further, unless both you and MintScraps otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" Section will be deemed null and void.

## **9. GENERAL**

No joint venture, partnership, employment, or agency relationship exists between you, MintScraps or any third party provider as a result of the Terms or use of the service or software.

If any provision of the Terms is held to be invalid or unenforceable, such provision shall be construed consistent with applicable law and the remaining provisions shall be enforced to the fullest extent under law. The failure of MintScraps to enforce any right or provision in the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MintScraps in writing.

The Terms, taken with the Privacy Policy and any applicable license agreements, comprise the entire agreement between you and MintScraps and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

There are no third-party beneficiaries of the Terms. You may not assign the Terms, in whole or in part, to any third party without our prior, written consent, and any attempt by you to do so will be invalid. Our rights under this Terms of Service agreement will survive any termination of this Terms of Service agreement.

## **10. CHANGES TO THE TERMS**

We reserve the right and sole discretion to modify the Terms from time to time, and any such modifications become effective immediately upon being posted to the Sites. It is your sole responsibility to check the Sites to view any such changes. If you do not agree to all of the changes, you must cease use of the Sites; any usage after any modifications are made indicates acceptance of the modified Terms.

Last updated: **October 22, 2013**

## **11. CONTACT**

If you have any questions regarding the Terms, please contact us at [info@mintscraps.com](mailto:info@mintscraps.com).