

## **TERMS AND CONDITIONS OF USE**

These terms and conditions of use (“**Terms of Use**”) constitute the agreement between you and UZ GROUP INC. (referred to as “**UZ Group**”, “**Us**”, “**We**” or “**Our**”, in upper or lower case) regarding your use of our website (www.uzplaces.com) (referred to herein as the “**Website**”). UZ GROUP is a Florida corporation with offices at 349 Oak Street, Hollywood, Florida 33019.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE.

BY USING THIS WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU AGREE TO THESE TERMS OF USE. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE OR IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE PROHIBITED FROM USING THIS WEBSITE AND ANY CONTINUED USE IS UNAUTHORIZED.

YOU SHOULD ALSO CAREFULLY REVIEW OUR PRIVACY POLICY BEFORE SHARING ANY INFORMATION WITH US.

THESE TERMS OF USE ARE SUBJECT TO CHANGE BY UZ GROUP WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN OUR SOLE DISCRETION. THE LATEST VERSION OF THE TERMS OF USE WILL BE POSTED ON THIS WEBSITE, AND YOU SHOULD REVIEW THESE TERMS OF USE PRIOR TO USING THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE SIGNIFIES YOUR ACCEPTANCE OF THE MODIFIED TERMS OF USE.

1. **Acknowledgment and Acceptance of Terms**. In addition to these Terms of Use, you are subject to any posted policies, guidelines or rules applicable to particular services or materials on this Website (referred to herein as “**Additional Terms**”). To the extent of any inconsistency between the provisions of these Terms of Use and those of the Additional Terms, the provisions of the Additional Terms shall apply. Subject to the foregoing, the Additional Terms are hereby incorporated by reference into these Terms of Use.

We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Website and these Terms of Use periodically and to be aware of any modifications for each use of this Website. Your continued use of this Website after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

2. **Registration Data**. In consideration of your use of this Website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by this Website registration form and (b) maintain and promptly update the registration form to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such

information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of this Website (or any portion thereof).

3. **Password and Account.** You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph.

4. **Security of Data Transmission.** You acknowledge that transmissions to and from this Website are not confidential and your messages, information, files, or other data may be read or intercepted by others. You acknowledge that by submitting messages, information, files, or other data to this Website, no confidential, fiduciary, implied or other relationship is created between you and us, except as specified expressly in these Terms of Use.

5. **Service and Support.** All requests for technical service and support with respect to the Website should be made to our Service Department by e-mail at support@uzplaces.com or by mail at UZ Group Inc., 349 Oak Street, Hollywood, Florida 33019, Attention: Service Department. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

6. **Conformity with Applicable Law.** You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through this Website.

7. **Improper Use of this Website.** In addition to your obligation to conform comply with applicable law, you agree to use this Website in a manner that will not interfere with our rights or the rights of others. By way of example, and not as a limitation, you agree not to:

- Make any false, speculative or fraudulent inquiry, request or reservation;
- Use this Website in connection with surveys, contests, pyramid schemes, chain letters, junk e mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Harvest or otherwise collect information about others without their consent.
- Create a false identity for the purpose of misleading others as to the

identity of the sender or the origin of a message.

- Use, download or otherwise copy or provide (whether or not for a fee) to a person or entity that is not a registered user of this Website any directory of the registered users of this Website or other user or usage information or any portion thereof other than in the context of your use of this Website as permitted under these Terms of Use.
- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to this Website or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to this Website, other accounts, computer systems or networks connected to this Website, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of confidential information, technical data, or software exported from the United States through the service.
- Interfere with another registered user's use and enjoyment of this Website.

## 8. **Intellectual Property.**

8.1 Copyright. This Website is protected by copyright as a collective work, compilation or otherwise, pursuant to U.S. Copyright laws, international conventions, and other copyright laws. The contents of this Website are only for your personal, non-commercial use. All materials contained on this Website are protected by copyright, and are owned or controlled by us or the party credited as the provider of the content. You will abide by any and all additional copyright notices, information or restrictions contained in any content on this Website. You may not reproduce, republish, post, publicly display, transmit or distribute any content unless expressly permitted in these Terms of Use or elsewhere on the Website.

8.2 Software; Advertisements. You acknowledge and agree that any necessary software used in connection with this Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through this Website or by advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us or our advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this Website, in whole or in part.

8.3 Grant of License. By posting messages, uploading files, inputting data or engaging in any other form of communication on this Website, you hereby grant to us a

perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such messages, files or data in any manner whatsoever and in all media now known or hereafter developed. Subject to our Privacy Policy, you hereby waive all rights to any claim against us or our subsidiaries and affiliates for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such messages, files or data.

## 9. **Disclaimers.**

9.1 Third Party Content; Independent Contractors. We do not represent or endorse the accuracy or reliability of any statement, opinion, advice, property description or other information provided by any user or other third party as displayed or distributed through this Website. You acknowledge that any reliance upon any such statement, opinion, advice, property description or other information shall be at your sole risk. We, in our sole discretion, reserve the right (but do not incur the obligation) to correct any errors or omissions from any portion of this Website. The property owners and other suppliers providing information about their properties or services in connection with the Website are independent contractors and not agents or employees of UZ Group. UZ Group and its affiliates are not liable for the acts errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. UZ Group does not represent or warrant that travel to any location published on the Website is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations.

9.2 Disclaimer of Warranties. THIS WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THIS WEBSITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UZ GROUP AND OUR SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WHATSOEVER FOR THE CONTENT ON THIS WEBSITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY OR THROUGH THIS WEBSITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THIS WEBSITE OR ANY LINKED WEBSITE. FURTHERMORE, UZ GROUP AND OUR SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UZ GROUP AND OUR SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY

ERRORS CONTAINED THEREIN.

9.3 Outside Links. This Website may contain links and pointers to sponsors of this Website and other Internet websites. Links to and from this Website to other third party websites, maintained by third parties, do not constitute an endorsement by us or any of our subsidiaries or affiliates of any third party resources or their contents.

10. **Limitation of Liabilities.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER UZ GROUP NOR ITS SUBSIDIARIES, AFFILIATES OR SERVICE PROVIDERS SHALL BE LIABLE FOR, AND YOU HEREBY WAIVE AND AGREE NOT TO SUE THEM FOR, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR RELATED TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE OR THE SERVICES MADE AVAILABLE THROUGH THE WEBSITE; (b) THE DATA OR OTHER INFORMATION SUBMITTED BY THIRD PARTIES THROUGH THE WEBSITE; (c) UNAUTHORIZED ACCESS TO, USE, DISCLOSURE, OR ALTERATION OF YOUR TRANSMISSIONS, INFORMATION, OR DATA; OR (d) CONDUCT OF ANY THIRD PARTY USING THE WEBSITE OR THE DATA OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITE.

11. **Termination.**

11.1 Termination in General. We may terminate your access to all or part of this Website and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. We may also terminate or suspend your account for inactivity, which is defined as failing to sign in to this Website for an extended period of time, as determined by us. Upon termination of this Website, your right to use this Website immediately ceases. If you wish to terminate your account, your only recourse is to discontinue the use of this Website. We shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

11.2 Termination as result of Spam/False Information. We will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or distribution of false information. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, then you agree to pay us liquidated damages of \$5 for each piece of spam or false information connected with your account. Otherwise you agree to pay our actual damages, to the extent such actual damages can be reasonably calculated.

12. **Indemnification.** You hereby agree to indemnify, defend and hold UZ Group, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "**Indemnified Parties**") harmless from

and against any and all liability and costs, including, without limitation, reasonable attorneys fees and costs, incurred by the Indemnified Parties in connection with any claim by any third party arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In no event shall you settle any matter without our written consent.

13. **Choice Of Law And Forum.** This Website (excluding any linked websites) is controlled by us from our offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this Website you agree that these Terms of Use and all matters relating to the Website, including without limitation the use of this Website and the purchase of products and services available through this Website, shall be governed by the laws of the State of Florida, USA, without regard to its conflict of laws provisions and comity. Any controversy or claim arising out of, or relating to these Terms of Use, or the breach thereof, shall be determined by arbitration as governed by and interpreted under the internal laws (as opposed to conflicts of laws provisions) of the State of Florida, and the Federal Arbitration Act, administered by the American Arbitration Association under its Commercial Arbitration Rules (or, if the parties are domiciled in different countries, its International Arbitration Rules) in effect at such time and agree to execute any and all paperwork necessary to effectuate same; provided, however, that either party may request and obtain preliminary injunctive relief pursuant to the applicable law (pending and subject to the arbitration award). All arbitration hearings shall be conducted in the English language and shall be held in Miami-Dade County, Florida, U.S.A., by a single arbitrator who, at the request of either party, shall provide a written reasoned opinion. The award of the arbitrator shall be final and binding and judgment thereon may be entered by a court of competent jurisdiction. Should any provision, section or part of the Terms of Use or this arbitration agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, that element of these Terms of Use or this arbitration agreement may be severed and shall not affect the validity or enforceability of the remaining portions of these Terms of Use or this arbitration agreement in that jurisdiction and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In legal proceedings instituted to enforce these Terms of Use and/or this arbitration agreement, the party who prevails in such proceedings shall be entitled to the award of its reasonable attorney's fees and dispute resolution costs, plus fees and costs incurred by it in executing and/or collecting any judgment, at all trial and appellate levels. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Use. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended from time to time, are excluded from application to these Terms of Use.