

Welcome to the TownBug Terms and Conditions. You might think of this as the “fine print” for our Web site, as it lets you know where we stand on a number of important issues. While you may be tempted to skim over some of this stuff—indeed, there is still a bit of “legalese” involved—we hope you’ll read it through. We’ll do our best to help you understand everything so you can feel good about contributing to your local TownBug.

PAYMENT TERMS

Payment for advertising is due at the time of order, and is required to schedule ads. We only accept credit card payments. Advertisers are solely responsible for the content of their ads and web pages to which their ads link. Ads and linked pages must comply with our **Advertising Guidelines** (see below). We may reject or remove ads at our discretion. We make no guarantees or warranties of any kind. All data generated in connection with the ads is owned by TownBug. Advertiser hereby agrees to be bound by TownBug **Terms of Use** (see below). Cancellations and refunds: if advertiser cancels an ad, it will be at the discretion of TownBug if a refund will be issued; if a volume discount was negotiated, a refund may be calculated based on the full list price of each ad. We reserve the right to change these policies at any time without prior notice.

OUR TERMS OF USE

TownBug is a Web site, but in the grand scheme of things, it’s a service (called the “Service” hereafter) designed to make your life better. The Service is operated by mayupi.com, LLC; instead of repeating that name over and over, it may be shortened to “TownBug,” “we” or “our.” By using the Service, you are agreeing to be bound by these Terms of Use. We ask that you read these Terms of Use carefully before registering or using the Service. If you do not accept these Terms of Use, we promise not to get mad. But in that case, you may not use the Service.

Just like your local community, TownBug is growing and changing every day, and thus the Terms of Use are subject to change by TownBug at any time. However, we'll always let you know when the latest update occurred—just check the “Effective Date” on the bottom of this page. If you keep using the Service afterward, we assume that you have accepted the new Terms of Use.

Use of the Service

You may use this Service solely for personal and non-commercial purposes. That is to say: You can't use the Service to make a living unless you enter into a separate agreement with us that says you can.

Keep in mind that all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject still apply. If you want to use the Service in any other manner, you are required to obtain a separate agreement between you and TownBug or our prior written consent.

In order to comprehensively cover your community, the Service contains information on businesses, establishments, public services and other third parties, as well as news, feature stories, images, video, audio and other materials. The Service may provide you with other ways to access and use such information and materials—for instance, we give you the option to receive our emails and bookmark our items in other social networking services. Although we try our best to ensure everything passes muster, TownBug makes no guaranty that such information is accurate and your use of the information we provide is at your own risk. If you think something looks fishy, please let us know. You agree that you will not hold TownBug liable for any inaccurate, incomplete, outdated or missing information on the Service.

Registration

We want everyone to enjoy TownBug, so you may use the Service without registration (ie, signing up with a email address and password). However, in order to access some aspects of the Service, you will need to register for an account. Your account is for your sole, personal use. You may not allow

others to use your account and you may not assign or otherwise transfer your account to any other person or entity. (If another person or entity wants an account, they can easily sign up themselves.) TownBug believes in transparency, and we ask that all your registration information be truthful. You may not use any aliases or other means to mask your true identity. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under such password. Therefore, if you share a computer with others, don't allow your Internet browser to automatically save your password. Also, don't write your password on a Post-It note and leave it on your desk for all to see.

Your License to TownBug

TownBug is built to let you do fun things such as share and upload photos, videos, text, and other information (all of which we call "Content"). When you do this, you own that Content. However (and here comes some legalese), you hereby grant TownBug a perpetual license to use, redact, republish, copy, perform and distribute your Content and screen name, including any intellectual property contained therein, in any medium now known or hereinafter developed without payment or compensation to you and without seeking any further approval from you. We may further use your name, likeness, publicly accessible biographical data and any other information in connection with such use of the Content. You acknowledge that our use of your Content may include licensing such Content to third parties and/or using such Content for advertising purposes. In no event shall we be required to seek your approval or provide you with any compensation in connection with such uses. You acknowledge that nothing contained within your Content would require us to seek permission of a third party in order to use the Content as described in these Terms of Use. All that may sound like a lot, but these rights are primarily designed to give us legal protection—we're not looking to go into the "you business" (as they say in Hollywood).

Acceptable Use Policy

Communities thrive when people care about each other, and as such, TownBug expects all of its users to be respectful of others. If you notice any violation of this Acceptable Use Policy or other unacceptable behavior by any user, please report it to support@TownBug.com.

You are solely responsible for the Content that you post on the Service or transmit to other users. By using the Service, you agree that you will not hold TownBug responsible or liable for any Content from other users that you access on the Service.

While we encourage people to be honest and post what's on their mind, there are some types of Content that we simply can't allow on TownBug. We'll go over some of the prohibited items below, but these are merely examples and the list is not intended to be exhaustive.

We understand that everyone has different opinions, but TownBug will make the sole determination as to whether Content is acceptable for the Service. (Someone has to be in charge, right?) Without limitation, you agree that you will not post or transmit to other users anything that contains Content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Service);
- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
- contains "masked" profanity (e.g., F@&#)
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Instead of trying to memorize all that, you might boil it down to three main policies: "Keep it clean," "Don't try to trick people," and "Treat others as you'd like to be treated." Easy, right?

We do our best to keep tabs on what is posted on the site, however TownBug is under no obligation to screen or monitor Content, but may review Content from time to time at its sole discretion to determine compliance with this Acceptable Use Policy. TownBug will make all determinations as to what Content is appropriate at its sole discretion. We may include, edit or remove any Content at any time without notice. Variety is the spice of digital life, so understand that when using the Service, you will be exposed to Content from a variety of sources and that TownBug is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. And just like when you visit any Internet site, by using TownBug you acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable. If you object to this possibility, you should not use the Service. In keeping with our "Don't trick anyone" request, you may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to you under these Terms of Use. You may not resell use of, or access to, the Service to any third party.

Termination of Access

We want to keep TownBug a safe and friendly place, so in addition to any right or remedy that may be available to us under these Terms of Use or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to the Service, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including your identity, to the proper authorities. Including the police and/or your parents.

Privacy

The privacy of your personally identifiable information is very important to us. For more details on what information we collect and how we use it, please read our [Privacy Policy](#).

Links

In order to provide you with as much relevant information as possible, the Service may contain links to other web sites not maintained by us. The links may include listings that provide you with further information, or links that have been included in materials uploaded to the Service by a party other than TownBug. Be aware when you leave our Service and read the terms and conditions and privacy statements of each and every web site you visit, even if they are not as charming as ours. We are not responsible for the practices or the content of such other web sites or services. Despite any links that might exist on the Service, we do not endorse and are not affiliated with such third parties.

Our Proprietary Rights

We work hard on our materials and (surprise) require that you don't steal them. TownBug, service providers or its licensors are the exclusive owners of all copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Service. Except as set forth herein, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. All rights not granted under these Terms of Use are reserved by TownBug. If you want to use something but think it might belong to us, please ask before taking it.

No Warranties

Ah yes, lawyers will definitely love this section: THE SERVICE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS" AND WE MAKE NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN PROVIDED BY THIRD PARTIES. IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(Sorry to yell at you.)

Back to our inside voice: If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason, or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the lesser of (i) the amount paid by you for your use of the Service during the prior twelve (12) months or (ii) ten dollars (\$10).

Indemnity

We made these Terms for a reason. Therefore we can't be held responsible if you disregard them. You agree to defend, indemnify and hold harmless TownBug, its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) any breach by you of any of these Terms of Use, (ii) your

Content, (iii) your use of materials or features available on the Service (except to the extent a claim is based upon infringement of a third party right by materials created by TownBug) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

Governing Law

This Agreement, the interpretation and execution thereof, and the relationship between the parties, shall be governed by, and construed in accordance with, the laws of the United States. Any claim or dispute arising either directly or indirectly out of this Agreement, shall be brought before the competent court of the country of Costa Rica which court shall have exclusive jurisdiction. Notwithstanding the foregoing, TownBug shall have the right to institute any legal proceedings against the User before the competent court in the User's home jurisdiction or elsewhere.

Any claims asserted by you in connection with the Service must be asserted in writing to TownBug within one (1) year of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available via the Service by third parties not within our control. That is to say, we can't control what other people post. We are under no obligation to, and do not, scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others, and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Service.

If you believe any materials on the Service infringe a copyright, you should provide us with written notice that at minimum contains:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please let us know about copyright issues by sending all DMCA notices to our designated agent as follows:

mayupi.com, LLC

Attn: Copyright Officer

Two Stamford Forum

Sound View Club

Stamford, CT 06905

Email: support@TownBug.com

It is our policy to end relationships with third parties who repeatedly infringe the copyrights of others. It's a lot more fun to be original, anyway.

Severability

We consider our Terms of Use to exist as individual parts of a larger whole. If any part of these Terms of Use are held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use. This means that even if one part of the Terms is judged unsound, the rest still apply.

Waiver; Remedies

One last bit for all the lawyers out there: The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy. Translation: If you do something that's prohibited by these Terms of Use but don't get caught, that's doesn't mean it's OK, it just means we didn't catch you. There's still a perfectly good chance that we will catch you the next time and it won't be OK.

TownBug ADVERTISING GUIDELINES

The following guidelines apply to all advertising ("Ads") placed on TownBug.com (the "Site"). These guidelines are subject to the mayupi.com. LLC Advertising Terms and Conditions (the "Terms") and may be updated at any time by TownBug.

These guidelines are intended to be general guidelines, and do not limit any rights or remedies of TownBug under the Terms. The appearance of your Ads on the Site does not mean that your Ads meet these guidelines. These guidelines apply to the Ads and the landing pages that are one-click away from the Ads.

1. Ads may not contain any content or information relating to the following:
 - Pornography, escort services, or other "adult" sexual content;
 - Illicit/illegal drugs and drug paraphernalia or products and services;
 - Gambling;
 - Tobacco or tobacco related products;
 - Weapons, including guns, gun parts, kits, mace, blank powder and ammunition;
 - Foul/obscene language;
 - Defamatory or libelous language;

- Information or materials that are invasive of another's privacy (for example, if a person appears in your Ad, then you must have secured all necessary rights in writing to use such person in your Ad);
 - Promotes or encourages violence;
 - Promotes any illegal activity; or
 - Infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to use in an Ad).
2. All Ads must:
- comply with all applicable federal, state, and local laws, regulations, ordinances, judgments and applicable industry codes or guidelines;
 - be truthful and not deceptive or misleading, and all claims must be substantiated;
 - include all material terms, conditions, restrictions and other information with respect to an offer that a reasonable person would require in making an informed decision about whether to purchase the product or service being offered;
 - clearly and conspicuously present all disclaimers and disclosures;
 - have a landing page that does not contradict the offer being made in the Ad, if a landing page is being used for such Ad;
 - not use "bait and switch" tactics or display false functionality;
 - comply with all applicable federal, state, and local laws, regulations, ordinances and judgments relating to privacy and any applicable privacy policies in connection with any collection of personal information of users;
 - not deceive users into providing personal information; and
 - not mislead or deceive users into accepting offers or downloading software or other items.

Contact Information

If you have any questions or comments about our Terms of Use or anything else, you may contact us at support@TownBug.com .

Effective Date: These Terms of Use were last updated on April 15, 2009.