

## SocialeGourmetetc.com Terms of Use Agreement

Read These Terms of Use Agreement Before Accessing Website.

Effective Date: This Terms of Use Agreement was last updated on October 19 2009.

This Terms of Use Agreement sets forth the standards of use of the Sociale Gourmet Online Service. By using the socialegourmetetc.com web site you (the "Client") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at socialegourmetetc.com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### 1. Description of Service

Sociale Gourmet is providing you with a platform to purchase goods and services. You must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for your access to the Internet, and (3) pay any fees relate with such connection.

### 2. Disclaimer of Warranties.

The site is provided by Sociale Gourmet on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Sociale Gourmet makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Sociale Gourmet shall have no liability for any interruptions in the use of this Website. Sociale Gourmet disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

### 3. Limitation of Liability

Sociale Gourmet SHALL NOT be liable for any damages whatsoever, and in particular Sociale Gourmet shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, WHATSOEVER, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Sociale Gourmet has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any Party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Party's liability shall be the minimum permitted under such applicable law.

### 4. Indemnification

You agree to indemnify and hold Sociale Gourmet, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your use of the Service, the violation of this Agreement, or infringement by you, or other user of the Service using your computer, of any intellectual property or any other right of any person or entity.

### 5. Modifications and Interruption to Service

Sociale Gourmet reserves the right to modify or discontinue the Service with or without notice to the Client. Sociale Gourmet shall not be liable to the Client or any third party should Sociale Gourmet exercise its right to modify or discontinue the Service. You acknowledge and accept that Sociale Gourmet does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### 6. Disclaimer Regarding Accuracy of Vendor Information [Optional Clause]

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Sociale Gourmet makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Sociale Gourmet makes no warranties or representations whatsoever with regard to any product provided or offered by any Third Party Vendor, and you acknowledge that any reliance on representations and warranties provided by any Third Party Vendor shall be at your own risk.

#### 7. Governing Jurisdiction of the Courts of North Carolina

Our website is operated and provided in the North Carolina. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State North Carolina as applied to agreements made, entered into, and performed entirely in the State of North Carolina by North Carolina residents, notwithstanding your actual place of residence. All claims or lawsuits arising from or relating to these Terms or your use of the socialegourmetetc.com website shall be brought in the Federal or State courts located in North Carolina, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose, without giving effect to any choice of law rules.

#### 8. Compliance with Laws.

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

#### 9. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2009 Sociale Gourmet, with all rights reserved, or is the property of Sociale Gourmet and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Sociale Gourmet is strictly prohibited. Client agrees that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Sociale Gourmet.

All other trademarks displayed on Sociale Gourmet website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Sociale Gourmet.

## 10. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Sociale Gourmet designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

### By Mail

380 Knollwood Street, Suite M  
Winston-Salem, NC  
By Telephone: 336-837-0661  
By Email: donna@socialegourmetetc.com

## 11. Other Terms

The failure of Sociale Gourmet to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Sociale Gourmet and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect.

These Terms shall remain in full force and effect notwithstanding any termination of your use of the socialegourmetetc.com website.

These Terms will be interpreted without application of any strict construction in favor of or against you or Sociale Gourmet

You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Sociale Gourmet, in our sole discretion, to a third party in the event of a merger or acquisition.

This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Client. The Client agrees that by accepting this Terms of Use Agreement, you are consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.