



GeoHelp by 2du® BUSINESS Terms of Use (v1.0)

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS SITE. These Terms are a legally binding contract between you and 2du Media LLC, located at 22 Morton Street, Wellesley, MA 02482 (henceforth referred to as "2du"). 2du provides the Services (as defined below) to you subject to and conditioned upon your acceptance of these Terms. By Registering and clicking the "I ACCEPT" button, or by accessing and using the services in any way, you agree to be bound by these terms, including the warranty disclaimers, limitations of liability, and termination provisions below. If you do not agree to the terms, do not use the services or this site and exit now.

2du Media LLC owns the websites & mobile platform called "GeoHelp". Before you register for a GeoHelp BUSINESS account, you must read and agree to this Terms of Use Agreement, including any future amendments (collectively, the "Agreement"):

Although we may attempt to notify you via email when major changes are made, you should visit this page periodically to review the Terms. 2du may, in its sole discretion, modify or revise these Terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the GeoHelp service. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. Description of Service. The GeoHelp platform offers a Software-as-a-Service portfolio of state-of-the-art Business Sales, Marketing, Support services. Some of the services included without limitation are Location-based Rewards, White-label Customer Communities, Customer Loyalty Programs, Social Call Center Features, Social CRM tools, Mobile Marketing Tools, In-store Redemption Systems, and other information, content, and services. These services are hosted as a collection of Internet websites primarily (but not exclusively) named using the terms "GeoHelp" and "2du", and accessible through any communication medium or device known or hereafter developed. (collectively, the "Services").

The Services are offered to consumers as a free service and Businesses are given access to the administrator tools for these Services as a paid subscription. By registering as a GeoHelp Business member, you understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. 2du disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. 2du also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. Registration and Subscription. You can access the customer features of the Services by registering as a customer under the Consumer Terms of Use agreement, but you must register under the BUSINESS Terms of Use to gain access to the administrator features of the Services. In any case, your use of the administrator features of Services is governed by these BUSINESS Terms of Use regardless of whether you have registered or not.

To register, you must provide 2du with certain information, including your name, a valid mailing address, an email address, payment information, and other information specified in the registration form ("Registration Data"). By registering, and in consideration of the use of the Services, you represent and warrant that: (i) you have the right to represent the Business that you claim; (ii) the Registration Data that you provide about yourself is true, accurate, current, and complete; (iii) you are at least 18 years of age; and (iv) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You authorize 2du to confirm the truthfulness and accuracy of the Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if 2du has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, 2du has the right to suspend or terminate your subscription and refuse any and all current or future use of the Services.

You are responsible for the security of your username(s) and password(s) and for any use of your account. You must immediately notify us of any unauthorized use of your password or account by using

the contact information shown in the NOTICES section below. By registering for, or accessing and using, the Services, you acknowledge receipt of, and signify your agreement to, the 2du Privacy Policy and Family Values policy, (links to these documents are at the bottom of every page of the <http://GeoHelpAdmin.com> website.)

Membership in or use of the Services is void where prohibited. By using and/or viewing this site, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited by law from using the Services.

3. Pricing and Payment. After registration, you can access some features for free. When you are ready to initiate subscription features, you will need to register your credit card to initiate the subscription and payment process. Your GeoHelp subscription is billed promptly for a one month fee based on the pricing level that you choose at the time you subscribe. GeoHelp uses tiered price subscriptions based on the amount of Help Community activity, the number of messages sent to customers, and the amount of data storage needed. To not cause interruptions to your service, if any of these usage factors increases to the next pricing level during the course of a month, you will automatically be increased to the next higher service plan and will be charged at the higher level for the next month. The most recent prices are available on the <http://www.GeoHelpAdmin.com> at all times, and they may change from time to time without prior notice to you. 2du's determination of your usage totals shall be conclusive.

Unless you give us written notice of your intention not to renew at least 15 days in advance of the expiration of your subscription, your subscription will be automatically renewed at 2du's then-applicable prices, as published on the website, based upon the activity in your account the previous month. 2du's determination of your usage totals shall be conclusive.

Your subscription can be canceled for any reason, effective at the end of your current billing period. To cancel, please contact us using any of the contact methods listed below. No refunds of pre-paid subscription fees will be made. Note: if you cancel your subscription, you will not have access to the Services after the effective date of your cancellation.

2du may, in its sole discretion, delete all of your data, images, content, and information immediately upon the effective date of cancellation. Payments for optional services are not refundable. All quoted prices are exclusive of sales tax, which will be added when applicable.

4. 2du's Intellectual Property Rights. The Services are based upon proprietary 2du technology and include information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags ("Content"). The Content is protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. All Content and all intellectual property in the Content belongs to and is the property of 2du or its licensors (if any). Without limiting the preceding sentence, 2du owns and retains all copyrights in the individual web pages, components of web pages, and collective works available through the Services. The Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Services, in whole or in part, by any means, except as expressly authorized in writing by 2du. 2du shall also own, and you assign, all right, title, and interest in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other generalized information provided by you or any other party relating to us or pursuant to these Terms or in the course of your use of the Services.

You acknowledge that 2du owns all right, title and interest in and to the Service, including without limitation all intellectual property rights including but not limited to the all GeoHelp___, and 2du___ domain names and registered trademarks, logos, and web sites, and such 2du rights are protected by international intellectual property laws. (The domain name underlines in the previous sentence can be null or any alpha/numeric value of any length). The appearance, layout, color scheme, and design of the 2du site is protected trade dress. You do not receive any right or license to use them. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. The 2du rights include rights to (i) the Service developed and provided by 2du; and (ii) all software associated with the Service.

5. Your Intellectual Property Rights. 2du does not claim any ownership in any of the content that you upload, transmit or store in your 2du account. We will not use any of your content for any purpose except to provide you with the Service.

6. Use and Limitations of Use. 2du grants you a personal, non-transferable and non-exclusive right and license to use the Services that correspond to the subscription you have purchased, on these Terms. You are limited to the amount of community activity, and the number of messages as described in the Subscription section of this agreement under the Product for which you subscribe.

Your license to use the Services is conditioned upon your representations and warranties that:

- a) you will not (and will not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code;
- b) you will not sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Services in any way, or ;
- c) you will not "frame" or "mirror" any of its content in any other server or wireless or mobile or Internet-based device
- d) you will not use or launch any automated system, including without limitation, "robots," "spiders," or "location simulators," that accesses the Services in a manner that simulates human usage;
- e) you will not use the Services in any manner that could damage, disable, overburden, or impair any 2du. website or interfere with any other party's use and enjoyment of the Services;
- f) you will not modify software made available to you through the Services in any manner or form, nor use modified versions of the Services or software, including (without limitation) for the purpose of obtaining unauthorized access to the Services;
- g) you will not access the Services by any means other than through the interface that is provided by 2du. for use in accessing the Services;
- h) you will not obtain or attempt to obtain any materials or information through any means that 2du. has not intentionally made available or provided; and
- i) you will not use the Services for any purpose that is unlawful or prohibited by these terms, policy's, conditions, and notices.
- j) you will not allow any unauthorized use of the Content or any Services may violate patent, copyright, trademark, and other laws.
- k) You agree to cooperate with 2du to prevent any unauthorized copying of the Services or Content.

7. Termination. Your use of the Services is subject to and expressly conditioned on your compliance with these Terms. If you fail to comply with the Terms or any other guidelines and rules published by 2du, we may terminate and/or suspend your access to any portion of the Services. Any such termination or suspension shall be in 2du's sole discretion and may occur without prior notice, or any notice. 2du further reserves the right to terminate or suspend any user's access to the Services or to any portion of the Services in response to any conduct or activity that 2du, in its sole discretion, believes is or may be directly or indirectly harmful to other users (including but not limited to distributed denial of service (DDoS) or other attacks directed at your website), to 2du or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. 2du further reserves the right to terminate or suspend any user's access to the Services, or to terminate the Services in their entirety, for any reason or for no reason at all, in 2du sole discretion, without prior notice, and with no liability to you.

Upon termination, you shall immediately destroy any Content in your possession, if any, and cease use of the Services. Sections 4, 6, 8, 10, 11, 13, 14, and 15 of these Terms shall survive termination.

8. Optional Services. 2du offers optional services which are listed on the pricing page of the GeoHelpAdmin website. Fees for these services are in addition to your subscription fee. Hours purchased for community moderator, community support, and consulting services must be ordered in multi-hour packages, and they are nonrefundable and expire 120 days from purchase. Contact 2du for further information about optional services.

9. Business Listings. All GeoHelp White-label Communities are publicly accessible. Therefore, you agree that 2du can promote the availability of your Community in the master list of business communities and other GeoHelp related promotions.

10. Use of Communications Services. Services include social communities, personal web accounts, mobile applications, SMS text messaging, email, and other technologies that let you communicate with your customers (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that conform to the 2du Terms of Use, 2du Privacy Policy, and 2du Family Values Policy, and are appropriate and related to the particular Communication Service, as determined by 2du in its sole discretion.. By way of example, and not as a limitation, you agree that when using a Communication Service, **you will not:**

- a) expose any personally identifying information about any person other than your own employees in any Communication Service
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- d) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- e) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer.
- f) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- g) Conduct or forward non-2du approved games, surveys, contests, pyramid schemes, chain letters, or other business promotion, marketing, or publicity mechanisms.
- h) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- i) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- j) Restrict or inhibit any other user from using and enjoying the Communication Services.
- k) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service such as, but not limited to, mobile service providers.
- l) Harvest or otherwise collect information about others, including e-mail addresses, without 2du approval and customer consent.
- m) Violate any applicable laws or regulations.

We reserve the right to review materials posted to the Communication Service and to remove any materials in our sole discretion but undertake no obligation to monitor the Communication Service. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

We do not control or endorse the content, messages or information found in a Communication Service and, therefore, 2du specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Communication Service managers and hosts are not our authorized spokespersons, and their views do not necessarily reflect our views.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

11. Customer Data Confidentiality. The GeoHelp privacy model does not allow the sharing of customer's personally identifiable data with member businesses or 3rd parties. You, therefore agree that you will not try to obtain, cross-reference, or use personally-identifiable confidential data from GeoHelp member customers for non-2du approved marketing purposes without individual customer consent.

12. Links To Third Party Sites: The Services may contain links to third-party websites ("Linked Sites"). 2du does not have control over, and is not responsible for, Linked Sites or the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. The Linked Sites are provided to you only as a convenience, and the inclusion of any Linked Site does not imply endorsement by us of the Linked Site or any association with its operators.

13. Disclaimers; Limitations of Liability

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE SERVICES. 2DU AND/OR OUR LICENSORS AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. 2DU AND/OR OUR LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS AVAILABLE THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. 2DU AND/OR OUR LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2DU TAKES COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND SECURITY OF THE INFORMATION THAT YOU PROVIDE TO US OR THAT YOU COLLECT OR SUBMIT WHILE USING THE SERVICES. THE TRANSMISSION OF DATA OR INFORMATION (INCLUDING COMMUNICATIONS BY E-MAIL) OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS IS NOT SECURE AND IS SUBJECT TO POSSIBLE LOSS, INTERCEPTION, OR ALTERATION WHILE IN TRANSIT. MOREOVER, BECAUSE NO SYSTEM CAN BE 100% SECURE, WE DISCLAIM ALL WARRANTIES REGARDING THE SECURITY OF THE SERVICES. IN NO EVENT WILL WE BE LIABLE IN ANY WAY IF INFORMATION THAT YOU PROVIDE TO US OR COLLECT THROUGH THE SERVICES IS INADVERTENTLY RELEASED BY US OR ACCESSED BY THIRD PARTIES WITHOUT OUR AUTHORIZATION OR CONSENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 2DU AND/OR OUR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF 2DU OR ANY OF OUR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF 2DU, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, 2DU IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF 2DU AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR LICENSORS SHALL IN ALL CASES BE LIMITED TO THE LESSER OF ONE HUNDRED DOLLARS (\$100.00) OR THE TOTAL AMOUNTS ACTUALLY PAID BY YOU FOR THE SERVICES IN THE ONE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

YOU UNDERSTAND AND AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK AND AN ESSENTIAL PART OF THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, 2DU WOULD NOT PROVIDE THE SERVICES TO YOU.

14. Indemnification. You agree to indemnify and hold 2du (and its officers, directors, employees, agents, affiliates, and licensors) harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of (a) your use of the Services; (b) your noncompliance with or breach of any of these Terms, (c) your use of Communications Services, or (d) the unauthorized use of the Services by any other person using your user information. At 2du's option, you shall assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, 2du may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you shall not settle any such Claim without 2du's prior written consent).

15. Legal & Jurisdiction. To the maximum extent permitted by law, these Terms are governed by the laws of the Commonwealth of Massachusetts, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

2du's provision of the Services is subject to existing laws and legal process, including our rights and obligations to cooperate and comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Unless otherwise expressly stated herein, these Terms constitute the entire agreement between you and us with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and 2du with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

16. Notice Of Copyright Claims Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to [copyright\[at\]2du\[dot\]com](mailto:copyright[at]2du[dot]com). If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access thereto) from the Services by contacting our copyright agent (identified below) and providing the following information:

- a) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c) Your name, address, telephone number and (if available) e-mail address.

- d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f) A signature or the electronic equivalent from the copyright holder or authorized representative.

Notification should be sent to copyright@2du.com or to the postal address listed below.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers to and account holders of 2du who are repeat infringers.

17. Notices

The parties agree that any notices of a dispute or other communications addressed to us will be sent by certified or registered mail, return receipt requested to the contact address set forth on the contact page of the Services, and deemed delivered as of the date of signing of the return receipt or the first date of a refusal to sign.

Please contact us if you have any questions, comments or concerns about this policy.

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