

Cafe Utopia, Inc.

Universal Terms and Conditions

1. Acceptance of Terms

This User Agreement (the "Agreement") specifies the Terms and Conditions ("Terms") for access to and use of the Cafe Utopia, Inc. websites (the "Sites"). This Agreement may be modified at any time by Cafe Utopia, Inc. upon posting of the modified agreement. Any such modifications shall be effective immediately. The websites are provided by Cafe Utopia, Inc. By using these Sites and related services, you are deemed to have read and agreed to be legally bound by the following Terms of this Agreement. When using any other Cafe Utopia, Inc. services, you are subject to any published guidelines or rules that may apply to such services. All such guidelines and rules applicable to such services are hereby incorporated by reference in the Terms. If you have any questions about the agreement, please contact customer support at support@cafeutopia.com

2. Description of Service

Cafe Utopia, Inc. provides its Utopia Partners with a personal, customized website that enables its Utopia Partners to sell Cafe Utopia, Inc. products and services or refer other Retail Customers to Cafe Utopia, Inc. to purchase Cafe Utopia, Inc. products or services. Cafe Utopia, Inc. Utopia Partners may use their personalized website to introduce others to the Cafe Utopia, Inc., Utopia Partner opportunity. Additionally, Cafe Utopia, Inc. provides its Utopia Partners with a web-based Business Center/Personal Account Center. This provides the Utopia Partners with access to personal information such as their passwords, Auto Delivery order products, payment information, retail customer and Utopia Partner team information. This account center also provides access to the Sites, which sells apparel and promotional products, as well as sales tools, through its website. Unless specifically stated otherwise, any new features that enhance or modify the current service shall also be subject to these Terms. Each use of this service by you shall constitute and is deemed to be your unconditional acceptance of this Agreement.

3. User Account, Password, Security, and Termination

Utopia Partners will log in using their existing Username and Password that is stored and managed in the Utopia Partner's Business Center or Personal Account Center at the CafeUtopia.com website. Retail customers registering directly on the CafeUtopia.com website will receive a password and account designation upon completing the Sites' registration process. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Cafe Utopia, Inc. 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. Cafe Utopia, Inc. cannot and will not be liable for any loss or damage arising from your failure to comply with Section 3.

You agree that Cafe Utopia, Inc., at its sole discretion, may terminate your password, account (or any part thereof) or use of the Sites, and remove and discard any content you may have contributed to the Sites, at any time for any reason. Cafe Utopia, Inc. may also, at its sole discretion and at any time, discontinue providing the Sites, or any part thereof, with or without notice. You agree that any termination of your access to the Sites under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Cafe Utopia, Inc. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files of the Sites. Further, you agree that Cafe Utopia, Inc. shall not be liable to you or any third party for any termination of your access to the Sites. Should you object to any Terms of the Agreement or become dissatisfied with the Sites in any way, your only recourse is to immediately discontinue your use of the Sites and/or terminate your account.

4. Privacy Policy

Your privacy is very important to Cafe Utopia, Inc. Users of these Sites should refer to our Privacy Policy for information about how Cafe Utopia, Inc. collects and uses personal information. By accepting this Agreement, you expressly consent to the disclosure and use of your personal information by Cafe Utopia, Inc. (including using email and SMS text messaging to communicate with you) as described in the Privacy Policy.

5. Use of Content/User Drive Content

Cafe Utopia, Inc. grants permission to access and view the Sites and to electronically copy and print in hard copy portions of the Sites for the sole purpose of doing business as a Utopia Partner. Any other use of the Sites or the content, in whole or in part, without permission of the applicable rights holder is strictly prohibited, including without limitation: modification, re-publication, deletion, transmission, public performance, distribution, proxy caching, uploading, posting, reproduction for purposes other than those noted above, or other similar unauthorized exploitation of the Sites or the content. If you violate any of the above, you could be subject to criminal prosecution as well as personal liability for damages in a civil suit. Cafe Utopia, Inc. will protect its interests to the fullest extent of the law.

You acknowledge that Cafe Utopia, Inc. does not pre-screen print-on-demand submitted content, but that Cafe Utopia, Inc. and its designees shall have the right (but not the obligation) at their sole discretion to reject or remove any content that is available via the Sites. Upon placing your order, you acknowledge that Cafe Utopia, Inc. may review your order, and the content it contains, for adherence to our guidelines and compliance with the Terms set forth in this Agreement. Without limiting the foregoing, Cafe Utopia, Inc. and its designees reserve the right to remove any content that violates the Agreement or is otherwise objectionable to Cafe Utopia, Inc. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by or submitted to Cafe Utopia, Inc. You acknowledge and agree that you are responsible for the creation and compilation of your print-on-demand content and that neither Cafe Utopia, Inc. nor any other party involved with the production of any product incorporating such content, assumes that responsibility.

Cafe Utopia, Inc. production of any product depicting your print-on-demand content does not indicate that Cafe Utopia, Inc. approves of the content, that the content obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the content.

You acknowledge and agree that Cafe Utopia, Inc. may preserve the content and may also disclose the content if required to do so by law or in the good faith and belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Cafe Utopia, Inc., its users, and the public.

You understand that the technical processing and operation of the Sites, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of network connections or devices.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account. Cafe Utopia, Inc. takes no responsibility and assumes no liability for any content uploaded or otherwise transmitted by or to you or by or to any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography, or profanity you or a third party may encounter. Cafe Utopia, Inc. reserves the right but not the obligation to remove any materials it deems objectionable. You hereby agree to waive any claims against Cafe Utopia, Inc. and its affiliates, owners, officers, contractors, agents, and employees for losses, damages, and injuries that are

based on or relate to communications or materials made available to the Sites or posted on the Sites by persons other than Cafe Utopia, Inc. or its Utopia Partners. You hereby agree to indemnify Café Utopia Inc. and its affiliates from all claims and expenses, including reasonable attorneys' fees, which claims are based on or arise from your violation of any of the provisions of this Agreement.

You acknowledge and agree that you will use these Sites and any products ordered on these Sites at all times in accordance with all applicable federal, state/provincial/territorial and local laws, statutes, regulations, ordinances, and international laws and will not take any action that harms or violates the rights of any person or entity.

6. Restrictions of Use of Sites

a. Proprietary Rights.

These Sites contains information, text, data, photographic images, designs, logos, graphics, and other materials and effects that are protected by copyrights, trademarks, service marks, trade dress, or other intellectual or proprietary rights owned by Café Utopia Inc., its affiliates, or other third parties. You agree that these rights belong to their respective owners and are protected in all forms, media, and technologies existing now or hereinafter developed. The Cafe Utopia, Inc. logo and web/product service names are also likewise protected. You may not use or distribute any content received through these Sites without the authorization of the content owner, except for uses permitted by law. You agree not to publish, reproduce, copy (in whole or in part), upload, download, post, email, sell, or otherwise distribute content available through the Sites, including code and software, in violation of applicable copyright and other intellectual property laws. You agree not to use, display, or "mirror" any of the content on these Sites in any manner without first obtaining written permission from the owner of the intellectual property and Café Utopia Inc.

b. Intellectual Property.

You retain all ownership rights to your content. However, by submitting content to Cafe Utopia, Inc., you grant Cafe Utopia, Inc. a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, and display your content in accordance with our non-exclusive license agreement.

You acknowledge and agree that the Sites and any software used in connection with the Sites ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Sites or the Software, in whole or in part.

The intellectual property rights in or relating to the content of any notes, messages, emails, postings, letters, ideas, suggestions, concepts, or other written materials that you submit or communicate to Cafe Utopia, Inc. (excluding the content which is not intellectual property) will automatically be deemed to be assigned, granted and transferred by you to Cafe Utopia, Inc. upon their submission or communication to Cafe Utopia, Inc., and you agree that the same will automatically become the property of Cafe Utopia, Inc. and that Cafe Utopia, Inc. shall be entitled to use, exploit, copy, publish, implement, transfer, and in all other ways deal with such materials and all of the intellectual property rights therein in any way and for any purpose Cafe Utopia, Inc. may elect, forever.

c. Online Conduct.

By using these Sites, you agree to be subject to all applicable local, state/provincial/territorial, federal and international laws. You agree not to use these Sites or any of the contents contained herein for any illegal purpose nor to transmit to or through these Sites any material that is illegal, harmful, threatening, defamatory, obscene, hateful, or otherwise objectionable, or to interfere with, abuse, or otherwise violate the legal rights of any third party using these Sites (including by using any products, merchandise, or the services offered on or in connection with the Sites). You

specifically agree not to:

Upload, download, post, email, or otherwise transmit any materials, including but not limited to text, data, photos, graphics, or any of these elements in combination as a design for products available on these Sites or otherwise (“Content”) that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, inflammatory, libelous, tortuous, hateful, or invasive of another’s privacy (including but not limited to rights of celebrity, privacy, and intellectual property), or racially, ethnically, or otherwise deemed objectionable at Ready Network’s sole discretion.

Harm minors in any way. The Cafe Utopia, Inc. website is not designed for or targeted at children. We do not knowingly collect, use, or disseminate any personally identifiable information from children under the age of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Cafe Utopia, Inc. website, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if when contacted a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Cafe Utopia, Inc. will provide a description of the specific types of personal information collected from a child who is under the age of 18.

Impersonate any person, entity, corporation, or government, or falsely state your association with said person or entity.

Disguise the origin of any content transmitted through the service.

Upload, post, email, or otherwise transmit any content that:

You do not have the right to transmit under any law or any contractual or fiduciary relationships.

Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party. By uploading or downloading any content, you represent and warrant that you have the lawful right to reproduce and distribute such content and that the content complies with all applicable local/state/ provincial/territorial, federal, and international laws, regulations, and ordinances.

Would constitute or encourage a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state/provincial/territorial, national, or international law.

Is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation.

Contains software viruses or any other computer code, files, or programs designed to interrupt, interfere with, destroy, or limit the functionality or service of any computer software or hardware, servers, networks, or telecommunications equipment.

Act in any way that would negatively affect other users’ ability to engage in real-time exchanges.

Access, tamper with, or use non-public areas of the Sites. Unauthorized individuals attempting to access these areas of the Sites may be subject to prosecution.

Frame or link to the Sites except as permitted in writing by Café Utopia Inc.

7. Copyright and Trademark Policy

Cafe Utopia, Inc. respects the intellectual property rights of others. We ask our users to do the same. Cafe Utopia, Inc. may terminate the accounts of users who appear to infringe the copyright or other intellectual property rights of others.

8. Warranty of Ownership and Non-Infringement

You represent and warrant that you are the owner of the content that you submit and that the content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks), or other rights of others. You also represent that there are no outstanding disputes in connection with the property rights, intellectual property rights or other rights, in the content or any parts of the content.

9. Disclaimer and Limitation of Liability

These Sites and its contents are provided “as is” and “as available” without any warranty or representations of any kind, whether express or implied. Cafe Utopia, Inc. is a distributor and not a publisher of the content supplied by third parties and users of the Sites; as such, Cafe Utopia, Inc. exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through or accessible via the Sites. Without limiting the foregoing, Cafe Utopia, Inc. specifically disclaims all warranties and representations as the publisher of any content transmitted on or in connection with the Sites or on sites that may appear as links on the Sites or as the manufacturer of the products provided as a part of, or otherwise in connection with, the Sites, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No oral advice or written information given by Cafe Utopia, Inc. or by any of its affiliates, employees, officers, directors, agents, or the like shall create a warranty. Price and availability of information is subject to change without advance notice.

Your use of the Sites and the contents is at your own risk. Neither Cafe Utopia, Inc. nor any of its affiliates or other parties involved in creating and delivering the Sites, or the service, or any products provided as a part of, or otherwise in connection with, the Sites, will be liable for any compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss of or damage to property; or any claims of third parties arising from use of the Sites, regardless of the legal theory on which the claim is based, and even if advised of the possibility of such damages, including without limitation any damages arising out of reliance by the user on information obtained from Cafe Utopia, Inc. or the Sites, or for damages that result from any mistake, omission, virus, delay in operation, interruption in service, or failure of performance, whether or not resulting from an act of God, communications failure, theft, or unauthorized access to Ready Network’s records or the Sites. Some states/provinces/territories do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to you; in such states/provinces/territories, liability is limited to the fullest extent permitted by law.

10. Indemnification

You agree to indemnify and hold Cafe Utopia, Inc. and its subsidiaries, affiliates, officers, partners, owners, and employees harmless from any claim or demand, including reasonable attorneys’ fees, expert witness fees, and costs of litigation made by any third party due to or arising out of your use of the service, use of your account by any third party, the violation of the Terms of use by you, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

11. No Resale

You agree not to reproduce, duplicate, copy, sell, resell, or exploit, for any commercial purposes, any portion of the Sites, use of the Sites, or access to the Sites without Cafe Utopia, Inc. express written consent.

12. Dispute Resolution

These Sites is controlled by Cafe Utopia, Inc. which is headquartered in Jupiter, Florida, U.S.A. Any and all disputes regarding, or related to, this Agreement, and all other documents incorporated herein, shall be governed and construed in accordance with the laws in the State of Florida, and shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) and conducted under its rules; the arbitration proceeding shall be held in Palm Beach County, Florida.

The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class- wide, class-action, or multiple-complaining-party basis. The prevailing party shall recover its attorneys’ fee and costs from the losing party.

13. Third-Party Dealings

The Sites may contain links to other websites, content, or resources. These linked sites are not under the control of Cafe Utopia, Inc. and therefore Cafe Utopia, Inc. is not responsible or liable for any content, advertising, products, services, or other matters on or available from such sites or resources from such advertisers or third parties; you agree that you shall not seek to recover any damages, whether at law or in equity, from Cafe Utopia, Inc. arising out of, or related to, any such third parties or other companies. Your communications or business dealings with, or participation in promotions of, advertisers or other third parties found on or through Cafe Utopia, Inc. are between you and such advertisers or third parties. You agree that Cafe Utopia, Inc. shall also not be responsible or liable for any loss or damage of any kind related to such dealings with advertisers or third parties.

14. Security

You agree not to violate or attempt to violate the security of these Sites, including without limitation (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning, or testing the vulnerability of any system or network related in any way to the Sites without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation sending unsolicited email, flooding, spamming, mail bombing, or crashing; (f) sending promotions and/or advertising products or services; or (g) attempting to do any of the preceding.

15. General

If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. If Cafe Utopia, Inc. fails or declines to enforce any right or provision in these terms, it shall in no circumstance constitute a waiver of such right or provision unless acknowledged and agreed to by Cafe Utopia, Inc. in writing. The terms comprise the entire Agreement between you and Cafe Utopia, Inc. and supersede all prior or contemporaneous negotiations, discussions, or as, if any, whether written or oral, between the parties regarding the subject matter contained herein. Your use of the Sites is subject to the additional disclaimers that may appear throughout the Sites. If you violate these terms, Cafe Utopia, Inc. reserves the right to terminate your access to the Sites and related services without notice. Your sole recourse and remedy is to receive a refund for prepaid but unused services, if applicable.