



Terms and Conditions of Use / Agreement for Use of MyFloralAds.com

1. ACCEPTANCE OF TERMS OF USE AND MODIFICATIONS

Material displayed at MyFloralAds.com is provided by MyFloralAds.com and its owner Wordpix Solutions, referred to in this document as MyFloralAds.com, and includes classified advertising, coupons and the ability to communicate through email along with related features and services intended to help the shopping and listing service function properly and to enhance the user's experience at the site. By using these services, you agree to follow the guidelines and conditions of use ("TERMS") and modifications to the guidelines and conditions of use. In the event you become dissatisfied with the service, you have the option (and only recourse) to immediately discontinue your use of the service and MyFloralAds.com.

2. MODIFICATIONS TO OUR AGREEMENT

We reserve the right to change or alter any portion of these terms at any time, with effective dates for changes as posted or when posted. The terms will always be available for your review at the MyFloralAds website under the Terms link, and you should make it a point to review them periodically.

3. SERVICES OF THIS WEBSITE

The MyFloralAds.com website and its related services are provided on an "as-is" basis to create an opportunity for individuals and groups to advertise their products, services and merchandise for sale and for individuals and groups to purchase such products, services and merchandise. MyFloralAds.com assumes no responsibility or liability for the timeliness with which advertisers deliver or ship their purchased items or for the removal, accuracy or improper packaging or delivery of such items.

4. CONTROL AND ACCOUNTABILITY OF CONTENT

By your agreement to these Terms, you acknowledge that you understand the following to be true and that, as an advertiser, you will also review our detailed Advertising Guidelines published in a later section of this document.

- A. The advertiser who supplies content for an advertising listing, including images, the text listing itself, video, audio and other material, certifies that he/she is at least eighteen years of age and is the responsible party for the content. As the responsible party, you post content that you have legal rights to post and you agree to abide by our terms and conditions of use.
- B. The advertiser agrees that he or she will not post content that is misleading, that is likely to offend or is inaccurate or otherwise objectionable.

- C. MyFloralAds.com retains the right to refuse listings submitted for display on the website and to delete listings that in our opinion or by complaint from users appear to be offensive, inaccurate or otherwise objectionable.
- D. As a user of MyFloralAds.com, you understand that MyFloralAds.com does not censure the content of listings placed by users and that, because of the automated nature of our listing service, you may be exposed to content which you find objectionable.
- E. Third party services accessed through hyperlinks which appear on MyFloralAds.com may, are done so at your own discretion. MyFloralAds.com makes no attempt at representation, accuracy, safety or endorsement of these websites or of the services or products they represent. Your use of or interaction with the companies, organizations and individuals represented by these sites is at your own risk and you should evaluate them before entering into transactions with them. MyFloralAds.com accepts no liability or responsibility for loss or damage incurred because of your association or dealing with them and you release MyFloralAds.com from all claims and damages of all kinds which could arise from dispute or service with the third party entities.
- F. As a user of MyFloralAds.com, you acknowledge that you accept the risk inherent with any advertiser you contact, that MyFloralAds.com does not pre-screen advertisers or their listings and that you must personally consider the advertiser, the advertised product and the conditions of display and sale, make your own judgments and decisions and that MyFloralAds.com accepts no liability for damage, loss or misrepresentation.

5. PRIVACY AND INFORMATION DISCLOSURE

MyFloralAds.com publishes its Privacy Policy, which is always available under the Privacy link on MyFloralAds.com. Our Privacy Policy is intended to protect all users of the MyFloralAds.com website.

Our Privacy Policy:

MyFloralAds.com promises never to share or sell information you provide to us during your use of our website. The exception to this policy would be to disclose user information in the belief that doing so would comply with legal process, fulfill a legal obligation or protect the rights, property or safety of our users or the public. Aside from such exception, you can rest assured that your name, email address and other information you enter at MyFloralAds.com is secure.

6. ADVERTISER GUIDELINES

MyFloralAds.com has been developed within the framework of good will to provide a service to advertisers and shoppers. As an advertiser at MyFloralAds.com, you agree to further those intentions by following these guidelines:

- A. You will not post, email or distribute material or content that is:
 - unlawful or abusive, that defames, libels, harasses, harms another or invades another's privacy; that is pornographic; that degrades or intimidates or expresses hate or bias toward an individual or group based on gender, ethnicity, religion, sexual orientation, disability or age; that violates the Fair Housing Act or any federal, state or local equal employment opportunity laws or displays discriminatory preference based on race, color, age, sex, familial status, national origin, religion or disability; that impersonates an individual or group or falsely and illegally misrepresents your affiliation with a person or group or states inaccurate information about a person or group; that deceives,

misinforms or intends to "bait and switch" by leading users to take action based on false information; or, for companies employing four or more people, violates the anti-discrimination provision of the Immigration and Nationality Act by requiring employees to have United States citizenship or lawful permanent residence as a condition of their employment.

infringes upon a copyright, patent, trademark or trade secret or other proprietary right of another party or that you have no legal right to post; that promotes, contains or represents unsolicited commercial material or announcement include affiliate marketing, link programs, link referral codes, spam or inappropriate or unsolicited email, multi-level marketing networks or programs not within the intent of MyFloralAds.com; that includes links to third party websites for commercial purpose outside the intent of MyFloralAds.com; that promotes services or products which are legally prohibited by California law; that includes a software virus or code that would result in the destruction or interruption of the functionality of software or computer hardware; would interrupt the functionality of a computer due to flooding the computer with content; employs the use of misleading email addresses, email identifiers or headers for the purpose of disguising the origin of the message.

B. Additionally, you will not:

- 1) Collect information about MyFloralAds.com users for illegal or commercial reasons;
- 2) stalk or harass other users;
- 3) post advertising content that is not meaningful or relevant;
- 4) post content that is false or misleading;
- 5) contact users who have not requested the contact;
- 6) use any mechanism that allows the automated posting of information on MyFloralAds.com at any interval or configuration.
- 7) Use an agent (posting agents are third party services hired to post on behalf of others);
- 8) Collect data about or harvest the email addresses of other MyFloralAds.com users;
- 9) Send unsolicited email messages, whether individually or in bulk, to MyFloralAds.com user(s) either using your own email client system, a third party email system or the MyFloralAds.com email system. Such action is a violation of both California law and federal law within the United States and may be subject to civil and criminal penalties.
- 10) Publish content that may result in civil or criminal liability or be considered a violation of federal or international law including (but not limited to) trademark, patent, trade secrets or copyright.

7. LENGTH OF SERVICE

The rate schedule, along with rate discounts and other variations to the rate schedule, determine the length of time your listing may be published on MyFloralAds.com. Once expired, your advertisement will be deleted, possibly without notice to you, and will be retained for a short period in the event you wish to reinstate it. MyFloralAds.com reserves the right to permanently delete your ad at any time after its expiration.

MyFloralAds.com reserves the right to suspend, modify, expand or discontinue its online classified advertising service at any time without notice to anyone. In the event of discontinuance, MyFloralAds.com will issue advance notice and monetary compensation to current advertisers.

8. USE AND LIMITATIONS OF SERVICE

Use of MyFloralAds.com and agreement to these Terms and Conditions grants you license for using the MyFloralAds.com website for its intended purpose as long you abide by the guidelines presented in this Terms and Conditions document. In addition:

MyFloralAds.com encourages you to display text links on your website to MyFloralAds.com and makes available to you upon request the use of small MyFloralAds.com logo and banner ads which your webmaster can convert to links. (See our Contact page for details.)

You are permitted to establish links to individual posting pages and to the home page or any public page of MyFloralAds.com, on a website or web blog, when the links represent MyFloralAds.com in a positive manner.

Your right to use MyFloralAds.com expires immediately upon your failure to abide by these Terms and Conditions of Use and/or the expiration of the term you signed up and/or paid for.

9. TERMINATING YOUR SERVICE

MyFloralAds.com reserves the right to terminate our service to you and your usage of MyFloralAds.com, including the closing of your account and deactivation of any related services you may be receiving through MyFloralAds.com, without notice to you, and to remove any material or content you have posted at MyFloralAds.com, if we are of the opinion that you have not followed the guidelines presented in this Terms and Conditions of Use document or you have performed outside the stated intent of this website. By acknowledging that you have read this Terms and Conditions of Use document, you agree that MyFloralAds.com will not hold any liability to you or any other party for the termination of your use of our service and you agree that you will not attempt to use the MyFloralAds.com service again.

10. RIGHTS AND PROPRIETORSHIP

Copyright laws and international treaties protect the content displayed on MyFloralAds.com, therefore, the following actions are prohibited: The reproducing, modifying, compiling, creating and copying of content displayed on MyFloralAds.com except for personal use. Further, the decompiling, disassembling, reverse-engineering and other efforts to expose the source code that supports the MyFloralAds.com website are prohibited. Additionally, selling, re-selling and exploiting MyFloralAds.com content and services for commercial purposes are expressly prohibited. MyFloralAds.com does not grant you any implied or express rights or licenses for commercial use of our website or services without our written consent.

Your providing content to MyFloralAds.com signifies your agreement to grant MyFloralAds.com a worldwide, royalty-free, non-exclusive, perpetual right and license to publish, modify, archive and create compilations of such content, to grant sub-licenses to licensed users; and you warrant that you have the legal and moral right to grant us such permission and to refuse to publish access to any content you provide at any time, with or without notice. By posting your material/content publicly at MyFloralAds.com, you grant MyFloralAds.com all the legal rights required to make rules and guidelines governing the usage of such content.

11. DISCLAIMER OF WARRANTIES

For users in jurisdictions which allow the disclaimer of implied warranties, the following are stated by the MyFloralAds.com website: YOUR USE OF MYFLORALADS.COM AND ANY SERVICES OR CONTENT PROVIDED THROUGH IT IS AT YOUR OWN RISK AND YOU ACKNOWLEDGE THAT THE MYFLORALADS.COM SERVICE IS PROVIDED WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND. MYFLORALADS.COM DOES NOT CLAIM OR OFFER ANY WARRANTIES FOR TIMELINESS, ACCURACY, SECURITY, RELIABILITY OR PERFORMANCE OF ITS WEBSITE, ITS SERVICES OR ITEMS PURCHASED AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ALL KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, PURPOSE AND NON-INFRINGEMENT REPRESENTED BY MYFLORALADS.COM OR ANY WEBSITE ACCESSED THROUGH THE MYFLORALADS.COM WEBSITE.

12. LIABILITY LIMITATIONS

For users in jurisdictions which allow the disclaimer of implied warranties, the following are stated by the MyFloralAds.com website: YOUR USE OF MYFLORALADS.COM IS AT YOUR OWN RISK AND YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL MYFLORALADS.COM ASSUME LIABILITY FOR DAMAGES (DIRECT, INDIRECT, SPECIAL, AS A CONSEQUENCE, INCIDENTAL OR EXEMPLARY), WHICH RESULT FROM YOUR USE OF OUR SERVICE INCLUDING THE MISUSE OR MISREPRESENTATION WHICH MAY HAVE BEEN EMPLOYED BY ANOTHER USER OF MYFLORALADS.COM OR YOUR INABILITY TO USE THE MYFLORALADS.COM WEBSITE OR SERVICE OR THE INTERRUPTION OR ALTERATION OF THE SITE OR OUR SERVICE. YOU ALSO AGREE THAT THE SAME LIMITATIONS APPLY AND THAT MYFLORALADS.COM ASSUMES NO LIABILITY FOR DAMAGES RESULTING THROUGH YOUR USE OF THIRD PARTY OR OTHER SERVICES OR MATERIAL OR SERVICE YOU RECEIVE AS A RESULT OF LINKS, ADVERTISEMENTS OR PROMOTIONS DISPLAYED ON OR RECEIVED FROM MYFLORALADS.COM OR THIRD PARTY PARTICIPANTS.

For users in jurisdictions which allow the disclaimer of implied warranties, the following are stated by the MyFloralAds.com website: YOU AGREE THAT MYFLORALADS.COM SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT OR INDIRECT DAMAGES INCLUDING (BUT NOT LIMITED TO) LOSS OF PROFITS, GOOD WILL, DATA, USE RESULTING FROM YOUR INABILITY TO USE THE MYFLORALADS.COM SERVICE, THE COST FOR SUBSTITUTION OF GOODS OR SERVICES, THE UNAUTHORIZED ALTERATION OF YOUR CONTENT OR THE CONDUCT OR STATEMENTS OF THIRD PARTIES ABOUT THE MYFLORALADS.COM SERVICE OR OTHER MATTERS RELATING TO OUR SERVICE.

13. INDEMNITY

You agree to indemnify and hold harmless from claim or demand MyFloralAds.com and its partners, employees, owners, officers, affiliates, successors, assigns, service vendors, consultants, related parties, contractors, advertisers, co-branders and directors, from any claim or demand, including reasonable attorney fees and court costs, which result from your posting or submitting content or your use of the MyFloralAds.com service, or your having violated or

breached any of the guidelines or warranties published in this Terms and Conditions of Use document, or any circumstance resulting from your use of the MyFloralAds.com service.

14. INFORMATION ABOUT THIS AGREEMENT

You and MyFloralAds.com will enter into a formal agreement, of which these Terms and Conditions of Use constitute the entire agreement, when you check the box indicating you have read the Terms and Conditions of Use.

Doing business together, our relationship is governed by State of California laws and we are bound to follow the laws of the courts. The failure of MyFloralAds.com to follow the law does not indicate a waiver of rights or any provision outlined in these Terms and Conditions. If a court of law were to find that a provision published in these Terms and Conditions is invalid for any reason, you and MyFloralAds.com encourage the court to make the spirit of the intent of lawful conduct effective, as well as the other provisions outlined herein. You agree that if you feel it is necessary to file a claim or seek action based on your MyFloralAds.com experience, you will do so within one year from the date such claim or need for action arises. Your failure to do so will exclude you from doing so after the one year anniversary of the claim or need for action.

15. APPLICABLE LAW

You agree that the Terms and Conditions of Use in this document as they relate to your use of this website and products and services obtained as a result of your use of this website shall be construed in accordance with laws of the state of California where the owner of this website is located and that by use of this website you consent and submit to the exclusive jurisdiction where the MyFloralAds.com website owner is based.

16. ABUSE AND VIOLATION OF TERMS

The abuse of the Terms and Conditions of Use can be reported by any MyFloralAds.com user through an email message sent to **abuse@myfloralads.com**, using ABUSE in the subject field.

If you as a user of MyFloralAds.com abuse the service, you may be liable for legal expenses including liquidated damages for breach of Terms and Conditions of Use.

17. CONTACTING MYFLORALADS.COM

We invite your feedback and observations about the MyFloralAds.com website and this Terms and Conditions of Use document. Contact us by email to: info@myfloralads.com.

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