

TERMS AND CONDITIONS OF END USER LICENCE AGREEMENT

Agreement to users

Last updated: **September, 15.09.2014**

Welcome to Fridgecheck.com (the "Web site/Application"). Please read this Terms and Conditions of User Agreement to users ("Agreement") carefully before using the Web site/Application.

1. AGE GROUPS

Our site is intended for users of 13 years old and above. The reason for this is safety of minors, because preparing food and using tools and electric devices could lead to dangerous situations if not being done in a presence of adult.

Therefore, by viewing or otherwise using this Web site/Application, you agree you are 13 or older and agree to the Fridge Check **Privacy Policy** and to the terms and conditions described.

We reserve the right in our sole discretion to change, modify, add, or delete portions of this Agreement at any time. We will provide Agreement of such changes only by posting the updated Agreement on our Web site/Application and changing the "last updated" date listed above. This Agreement applies exclusively to your access to, interaction with, and use of, this Web site/Application and does not alter in any way the terms or conditions of any other agreement you might have with Fridge Check DOO Skopje, www.fridgecheck.com, ("Fridge Check") for products, services, or otherwise. We encourage you to review our Agreement from time to time, when visiting the site or using the application.

If you have any questions regarding the use of the Web site/Application, please refer to the **Frequently Asked Questions section** within Customer Support. All other questions or comments about the Web site/Application should be directed to support@fridgecheck.com.

2. PRIVACY POLICY

Fridge Check believes strongly in protecting user privacy. Fridge Check has therefore adopted a Privacy Policy. Users of this Web site/Application should refer to Fridge Check' Privacy Policy, available for viewing **here**, before providing any information.

3. PROPRIETARY RIGHTS AND LICENCES

A. PROTECTION OF CONTENT

Fridge Check or its affiliates or licensors solely and exclusively own all rights, title and interest in all Web site/Application materials, including, without limitation, the Fridge Check logo, design, text, copy, graphics, videos, other files, and the selection and arrangement thereof (collectively, "Content").

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C. API USAGE

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We reserve the right, without Agreement and in our sole discretion, to terminate your license to use the API. Violation of any of these terms or conditions may subject you to legal actions.

D. TRADEMARK PROTECTION

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E. HYPERLINKS

You are granted a limited, nonexclusive right to create a hyperlink to the homepage or recipe home page of this Web site/Application only, provided such link does not portray Fridge Check or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time.

F. THIRD-PARTY CONTENT & SERVICES

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G.SUBMISSIONS

By submitting, disclosing, or offering any recipe, review, photograph, image, video, "favorites" list, comments, feedback, postcards, suggestions, ideas, notes, drawings, concepts, and other information, content or material, or other item (each, a "Submitted Item") to Fridge Check, either online or offline and whether or not solicited by Fridge Check, you hereby grant to Fridge Check an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, display, publicly perform, modify, reproduce, publish, distribute, make derivative works of, sub-license, and otherwise commercially and non-commercially exploit your Submitted Items and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices), and the exclusive right to use, display, publicly perform, modify, reproduce, publish, distribute, make derivative

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Publication or use of any Submitted Items is at the sole discretion of Fridge Check and Fridge Check is under no obligation to publish or use any Submitted Item. If your Submitted Item is published, used and/or posted on the Web site/Application or otherwise used by Fridge Check, we may include your name, likeness, photo or biographical information in conjunction with such publication, posting, or use. By submitting, disclosing, or offering a Submitted Item, you hereby grant Fridge Check the right to use your name in connection with the publication, use or posting of your Submitted Item. You must include your full name and e-mail address with your Submitted Item so we can contact you if we have any questions about your Submitted Item; however, only your name and not your e-mail address will be published with your Submitted Item.

4. USER REGISTRATION & CONDUCT

In order to access or use some features of the Web site/Application, you will have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information to Fridgecheck.com.

In order to become a registered user, you must provide true, accurate and complete registration information and, if such information changes, promptly update the relevant registration information. During registration, you will create a user name and password (a "Membership"), which may permit you access to certain areas of the Web site/Application not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at our customer support address support@fridgecheck.com of any breach of security or unauthorized use of your Membership.

Recipes or other content saved by a member will be public and viewable by all.

This Web site/Application might include discussion forums or other interactive areas, including, but not limited to, bulletin boards, and recipe storage and exchange areas. All such forums and interactive areas shall be used only for non-commercial purposes.

You are solely liable for any material you upload or transmit to the discussion forums or interactive areas of this Web site/Application.

You agree not to use the Web site/Application to do any of the following:

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2. Upload or transmit any Material that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
3. Upload, e-mail, transmit, or otherwise make available any Material that might infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
4. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

5. Without Fridge Check' written permission, distribute, publish, or make available any unsolicited or unauthorized promotions, advertising or solicitations for funds, goods or services, including junk mail, spam, and chain letters;
6. Harm minors in any way; or
7. Upload, post, e-mail, transmit, or otherwise make available any Material that 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.

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- Fridge check does not represent or warrant this Web site/Application or its server(s) are free of viruses or other harmful components. You acknowledge your use of the Web site/Application and content is at your sole risk.
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In no event shall fridge check or its affiliates, or any of their officers, directors, employees, agents, or suppliers be liable for any direct, special, incidental, indirect or consequential damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, arising out of or in any way connected with the use of, or inability to use, this Web site/Application or content contained on, or accessed through, this Web site/Application, even if fridge check has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above might not apply to you.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Fridge Check, its affiliates, and all of their officers, directors, agents, suppliers, and licensees from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Web site/Application or any Materials or Submissions you provide, including, but not limited to, any claim by a third party that any Materials or Submissions infringe or violate such third party's rights or interests.

8. REMOVAL AND DISCLOSURE

We reserve the right to, at our sole discretion, remove, take down, destroy or delete any Material and Submissions at any time and for any reason, including, but not limited to those that we deem inappropriate or which we believe might subject us to any liability. We may access, use and disclose transaction information about your use of our Web site/Application, and any Material and Submissions transmitted by you via or in connection with our Web site/Application, to the extent permitted by law, in order to comply with the law; to initiate, render, bill and collect for our products and services; to protect our rights or property, or to protect users of our Web site/Application from fraudulent, abusive, or unlawful use of our Web site/Application.

Indirect or attempted violations of this Agreement or any related policy, guideline or agreement, and actual or attempted violations by a third party on your behalf, shall be considered violations of this agreement by you.

9. APPLICABLE LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the state of Macedonia, without regard to its choice of law principles to the contrary. You agree any action

at law or in equity arising out of or relating to these terms and conditions shall be filed only in the state and courts residing in Skopje, Macedonia, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of this Agreement.

10. TERMINATION

Fridge Check reserves the right, without Agreement and in its sole discretion at any time, to terminate your license to use this Web site/Application, to block or prevent future access to and use of this Web site/Application, and to remove and discard any Material and Submissions.

11. SEVERABILITY

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.