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Appropriate Conduct

Please read the following section carefully, as it governs your conduct while using the KCRG Service, and by using the Service, you agree to be bound by these terms.

You agree that you are responsible for your own conduct and communications while using the Service and for any consequences thereof. You agree to use the Service only to send and receive messages and material that are legal and proper. By way of example, and not as a limitation, you agree that when using the Service, you will not:

- Act in a manner that negatively affects other users' ability to engage in the Web Site or Services;

- Upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any information, data, text, music, sound, photographs, graphics, video, messages or other materials, including any Contribution, (collectively, "Content"), that is unlawful, harmful, threatening, embarrassing, abusive, harassing, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts, invasive of another's privacy, or hateful;
- Upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any Content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Harm minors in any way;
- Impersonate any person or entity, including, but not limited to, a KCRG official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
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- Upload, post, publish, e-mail, reproduce, distribute or otherwise transmit any material that contains software viruses, Trojan horses, worms, time bombs, cancelbots, 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 or any other similarly destructive activity, or surreptitiously intercept or expropriate any system, data or personal information;
- Engage in any activity that is contrary to or which would adversely affect the purpose or intention of the Terms and Conditions, Web Site or Services, including but not limited to, actually or attempting to manipulate, corrupt or otherwise affect the outcome of the Services, in whole or part, by, among other methods, subscribing another party without their authorization or registering multiple subscriptions under the same or different names;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- Intentionally or unintentionally violate any applicable local, state, national or international law.

While KCRG prohibits the conduct and Content described above in connection with the Service, you understand and agree that you nonetheless may be exposed to such conduct and/or Content and that you use the Service at your own risk. You also agree that you will not collect or store information about the users of this Web Site or the Content posted by others on this Web Site or use such information for any purpose inconsistent with the purpose of this Web Site.

You acknowledge that KCRG is not responsible for material submitted to KCRG or posted to the Web Site by its users. KCRG does not pre-screen, monitor, review or edit the Content posted by users. KCRG and its designees have the right, at its sole discretion, to refuse or remove any Content at any time, in whole or part, that, in KCRG's judgment, does not comply with these Terms and Conditions or is otherwise undesirable, inappropriate or inaccurate. KCRG is not responsible for any failure, non-failure or delay in removing such Content. You will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such submitted material, including any Contribution or part thereof, or other communication to KCRG. You agree to immediately notify KCRG of any unauthorized use of the Service or any other breach of security known or suspected by you.

You understand that the technical processing and transmission of the Web Site, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. KCRG assumes no responsibility for the deletion or failure to store postings, Contributions or other information submitted by you or other users to KCRG.com.

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your email subscriptions and alerts on your profile page to opt-out of these communications in the future or sign up for new subscriptions.

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We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our privacy policy.

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Indemnification

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NOTICE

KCRG may provide you with notices by email or postings on the Service.

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KCRG respects the intellectual property of others, and we ask our users to do the same. KCRG may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users and prohibit the use of the Service by certain users who may be repeat infringers. If you are a copyright owner or an agent thereof and believe that any Content or other content infringes upon your

copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please send this information to KCRG via email. You acknowledge that if you fail to comply with all the requirements of this Section 21, your DMCA notice may not be valid.

GENERAL INFORMATION

Entire Agreement. These Terms and Conditions constitute the entire agreement between you and KCRG and governs your use of the Service, superseding any prior agreements between you and KCRG with respect to the Service. You also may be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines or rules that may apply when you use or purchase certain elements of the Service, affiliate, merchant, or advertiser services, third-party content, or third-party software.

Independent Contractors. Nothing contained in the Terms and Conditions shall be construed to constitute either party as a partner, employee or agent of the other party, nor shall either party hold itself out as such. Each party has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain an independent contractor responsible for its own actions.

Choice of Law and Forum. The Terms and Conditions and the relationship between you and KCRG shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You and KCRG agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Suffolk, Massachusetts.

Waiver and Severability of Terms. The failure of KCRG to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Violations. Please report any violations of the Terms and Conditions to KCRG via email.

KCRG Privacy policy

The effective date of this Agreement is January 20, 2010

KCRG is an online platform that helps people find local products and services by slicing through all the ratings and reviews on the Internet to tell consumers which businesses are the most popular. Part of our service includes soliciting and aggregating votes and user comments/reviews. Our users ask questions, invite friends, and write reviews about local businesses. These reviews are posted to the KCRG Site. Voting results and comments can then be accessed and read by other KCRG users. For the purposes of this Privacy Policy, a "user" is defined as someone using the KCRG Site, and a "friend" is defined as someone you have explicitly invited to share questions or local information with you.

By using KCRG, you permit the collection and use of your personal information as outlined below in our Privacy Policy. You should visit this page periodically to review any changes to the Privacy Policy.

1. Information We Collect

KCRG collects user submitted account information such as name and email address to identify you and send you notifications related to the use of the service. KCRG also collects user submitted location information such as city, state or zip. KCRG also collects user submitted photos, reviews, and ratings of local businesses.

Some information collected is not explicitly submitted by the user; we log your browser-type related information, IP address, requested URL, referring URL, and timestamp.

2. How We Use Your Information

Information such as your screen name, profile photo and any personally identifiable information you have included in your questions or comments may be shown to friends or other users primarily in conjunction with services of the KCRG site. In addition, we may syndicate your questions or voting results from your questions to third parties, in which case your screen name and any personally

identifiable information you have included in your questions or comments may be shown to users of such third party web sites.

We may also use your email address to send you updates regarding our site, but you may choose not to receive email of this type by managing the subscriptions associated with your profile. Additionally, we use your email address to contact you on behalf of your friends (such as when someone sends you a personal message).

Browser-type related information, IP address, requested URL, referring URL, and timestamp data help us diagnose problems with our server, administer KCRG, and otherwise provide the highest possible level of service to you. In addition, we use this information to perform statistical analyses of user behavior and characteristics in order to measure interest in and use of the various areas of the site and to inform advertisers of such information as well as the number of users that have been exposed to or clicked on, their advertisements.

3. Transfer of Information

We may syndicate your questions or voting results from your contests to third parties, in which case your screen name and any personally identifiable information you have included in your questions or comments may be shown to users of such third party web sites.

Except as set forth in this Privacy Policy, we do not sell, rent, share, trade or give away any of your personal information. KCRG will disclose information about individual users to governmental or judicial authorities or law enforcement agencies, or to other individuals or entities in response to subpoenas, court orders, or other legal processes. Further, KCRG may share information in order to investigate, prevent, or take action regarding illegal activities or suspected fraud, or to enforce or apply the terms and conditions of this Privacy Policy.

We reserve the right to transfer your personal information in the event of a transfer of ownership of KCRG, such as an acquisition by or merger with another company. In such an event, KCRG will notify you before information about you is transferred and becomes subject to a different privacy policy.

KCRG will notify you when information about you may be provided to third parties in ways other than explained above, and you will have the option to prevent such information sharing.

4. Use of Cookies

Like most websites, KCRG requires cookies to function properly. Cookies are small text files that reside on a user's computer and identify you as a unique user. We use cookies to refine our site and simplify the user experience. For example, the use of cookies allows registered users to enter our site without explicitly typing in their email address and password every time. You should be aware that KCRG cannot control the use of cookies by advertisers or any information advertisers may gather from their use of cookies. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should

note that cookies may be necessary to provide you certain features (e.g., customized delivery of information) available on the KCRG site.

5. Controlling Your Personal Information

As a registered KCRG user, you can modify your personal information at any time by accessing the "Profile" section of the site. KCRG will use commercially reasonable efforts to functionally remove you and your personal information from the site. If you wish to have your information removed or your account terminated, you can contact KCRG via email. As with most websites, it may be impossible to remove your account and comments without some residual information being retained by KCRG.

6. Security

Your KCRG account is password-protected. KCRG tries very hard to protect our users' information. We use industry standard measures to protect your information that is stored within our database. We limit the access to your information to those employees who need access to perform their job function such as our customer service personnel. If you have any questions about the security at our website, please webmaster@KCRG.com. Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Policy.

You hereby acknowledge that KCRG is not responsible for any intercepted information sent via the Internet, and you hereby release us from any and all claims arising out of or related to the use of intercepted information in any unauthorized manner.

7. Children

The KCRG website is not directed to children. KCRG does not knowingly solicit information from any child under the age of 13. Should a child whom we know to be under 13 send personal information to us, we will use that information only to respond directly to that child (or a parent or guardian) to inform him or her that we must have parental consent before receiving his or her personal information.

8. Third Party Links

Our website may contain links to third party websites to which we have no affiliation. KCRG does not share your personal information with those websites and is not responsible for their privacy practices. We suggest you read the privacy policies on these third party websites.

9. Terms and Modifications to this Privacy Statement

By using the website, you signify your agreement to the terms of our Privacy Policy. If you do not agree with these terms, you should not use the site. KCRG may modify this Privacy Policy at any time. If a material change is made to this Privacy Policy and/or the way we use our users' personally identifiable information, then we will post a prominent notice of the nature of such change on the first page of this Privacy Policy and also on our home page. You are responsible for reviewing this Privacy Policy

periodically to ensure that you are aware of any changes to it. Your continued use of the site indicates your assent to any changes to this Privacy Policy.