

BINKIES AND BRIEFCASES

TERMS OF USE AND PRIVACY POLICY

Binkies and Briefcases (“Binkies”, “we”, or “our”) operates an online blog. We look forward to your participation on our website, and we want to provide you with the terms that govern your use of and participation in our website. By using any of Binkies and Briefcases’ services, posting comments or otherwise viewing any of its webpages, you are indicating that you agree to these terms of use (“Terms”). *Please read these Terms in their entirety and do not use our services or website if you disagree with these Terms.*

WHAT WE DO

Binkies and Briefcases creates an online community where lifestyle information can be shared and found. You can actively participate in the community by searching, rating, sharing, and commenting on our posts.

OUR OBLIGATIONS TO YOU

We are committed to providing you with quality service, enjoyable experiences, and fun ideas. However, we cannot guarantee that the products, services, or ideas on our website will meet your personal taste or expectations. While we promote high standards and original, quality ideas, it is ultimately up to each visitor or advertiser to share products, services, or ideas that meet your satisfaction. Our role is to provide the software, the forum, and the other means necessary to make sure that you and others have a positive experience in our community.

YOUR OBLIGATIONS TO BINKIES AND BRIEFCASES

1. Your Conduct

- a. You agree to keep your posts/comments respectable and authentic and agree to not post objectionable content.

2. Your Representations and Warranties

You represent and warrant to Binkies and Briefcases that:

- a. You understand that all content on Binkies and Briefcases is the property of Binkies and Briefcases, its other users, or a third-party. You agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit any content on Binkies and Briefcases (except for your own content) without our permission;
- b. All of the information you submit to us is truthful and accurate;
- c. You are responsible for the continued accuracy of your information by keeping your information updated;
- d. You are age 18 or older, and you are not prohibited by any laws or agreements with others from using this website;

- e. These Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which you acknowledge. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, access to our community, and recognition and compensation that may arise as a result of using our services.

3. Indemnification

- a. You agree to indemnify and hold Binkies and Briefcases, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of our services for any alleged infringement of intellectual property, copyright or other right of any person or entity relating to your actions or content, your violation of these Terms, or any other acts or omissions relating to our services.

PRIVACY

We care about your privacy and security. We monitor activity on the website to better provide services to you and others. We do not sell your information to others, and your information will only be used for Binkies and Briefcases' purposes. While we work to protect the security of your content, we cannot guarantee that third parties will not be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

We use third-party advertising companies to serve ads when you visit our Web site. These companies may use aggregated information (not including your name, address, email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please see: http://www.networkadvertising.org/managing/opt_out.asp

LINKS AND ADVERTISEMENTS

As a courtesy to you, Binkies and Briefcases may offer you links to other websites or may display advertisements, some of which may be affiliated with Binkies and Briefcases while others are not. We are not responsible for the contents of any websites created and maintained by others. Visiting any such third-party website pages is at your own risk. Binkies and Briefcases has no control of these third-party websites, nor does it guaranty anything in connection with these websites. Your use of these websites is voluntary, and your reliance on such information should be made only after independent review. References to commercial products or services within any other websites do not constitute or imply an endorsement by Binkies and Briefcases.

MODIFICATIONS

Binkies and Briefcases has the right to modify these Terms, its compensation schedule, or its services, including its website, at any time and without notice to you. Continued use of our

services indicates that you have accepted and agree to be bound by the modified Terms, compensation schedule or services. Modifications will be effective the day they are posted unless a later effective date is indicated. Binkies and Briefcases also has the right to terminate its services at any time.

DISCLAIMER OF WARRANTIES

THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH BINKIES AND BRIEFCASES (WHETHER PROVIDED BY BINKIES AND BRIEFCASES OR OTHERS), INCLUDING WITHOUT LIMITATION, WEBSITE CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BINKIES AND BRIEFCASES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL BINKIES AND BRIEFCASES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF BINKIES AND BRIEFCASES HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH OUR WEBSITE.

BINKIES AND BRIEFCASES ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM OR THROUGH OUR SERVICES. BINKIES AND BRIEFCASES ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE WEBSITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS WEBSITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT SHALL BINKIES AND BRIEFCASES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO BINKIES AND BRIEFCASES OR A VENDOR, IF ANY, OR (B) \$100 (WHICHEVER IS LESS).

YOU AND BINKIES AND BRIEFCASES AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, BARGAINED- FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND BINKIES AND BRIEFCASES AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH OUR SERVICES OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SERVICES, EXCEPT AS MAY BE PROVIDED FOR IN THESE TERMS OF USE.

LEGAL ITEMS

Applicable Law. These Terms shall be governed by and construed in accordance with the laws of the State of Utah, despite any conflict of law provisions to the contrary.

Disputes. By using our services, you consent to resolve any disputes associated with these Terms, with Binkies and Briefcases, or with our services in a Utah State Court in Salt Lake County, Utah. If there is a dispute between you and any third-party (such as a party claiming ownership of one of your recipes), these Terms do not obligate us to be involved in any way to help resolve that dispute beyond the provisions outlined in the Copyright section, and nothing contained herein shall be construed as creating a liability on our part for an act or omission of a third-party or other user.

Intellectual Property Rights. Binkies and Briefcases has intellectual property rights in its services and associated content placed on its website. These include, but are not limited to, trademarks and copyrights. You are granted an individual, personal, non-exclusive, non-transferable license to access the content on Binkies and Briefcases' website and to print copies of any content only for your personal use. Except as expressly provided above, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on our website, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any content is prohibited.

Entire Agreement. These Terms and the documents mentioned herein constitute the entire agreement between you and Binkies and Briefcases, superseding all prior agreements between you and Binkies and Briefcases.

No Waiver. The failure of Binkies and Briefcases to exercise or enforce any right or provision of the Terms shall not constitute a waiver of Binkies and Briefcases' said right or provision.

Headings & Construction. The section titles, captions, and headings contained in these Terms are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of these Terms or the effect of any of its provisions. The language in these Terms shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

Severability. If any provision or part of a provision of the Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions.