

Yuvee, Inc. (“Yuvee”)

Terms of Use

Please read these terms of use carefully. They are our contract with you for the right to use our Website, www.yuvee.com (the “Website”).

The following documents are part of these terms of use:

EXHIBIT A: LEGAL TERMS, including:

- a. The specific terms under which You are permitted to use the Website;
- b. Warranty Disclaimers, Limitations of Liability and Releases; and
- c. Ownership and other terms of use.

EXHIBIT B: PRIVACY POLICY

IF YOU AGREE: You may use this Website only if you agree (on behalf of yourself and your employer if you are using the Website in your capacity as an employee, collectively “You”) to all these terms of use (the “Agreement”). Your use of the Website is acceptance of the Agreement.

IF YOU DO NOT AGREE: Please leave this Website immediately. You have no right to use this Website, including, but not limited to, downloading software via the Website.

EXHIBIT A

Yuvee, Inc.

LEGAL TERMS

1. ACCESS TO AND USE OF THE WEBSITE

1.1 Who can use the Website. The Website is available only to persons (i) who agree to be bound by, and at all times comply with, all the terms and conditions of this Agreement; and (ii) who can enter into this Agreement as a legally binding contract. Anyone who does not meet the foregoing requirements may not use the Website. Access to the Website from countries where this Agreement is not enforceable in full is prohibited.

“Website” means the web site located at www.yuvee.com and all content and media and information on it, separately and collectively.

1.2 Representations and Warranties. You agree, represent and warrant to Yuvee that during the term of your use of the Website: (1) You have the full right and authority to enter into this Agreement (including, if applicable, on behalf of your company and to bind your company to the terms and conditions described herein); (5) You will not submit to Yuvee any misleading or false information or any information or materials that you do not have the right to submit; (6) You will not use the Website for any information, products, services or activities that may cause Yuvee to violate any applicable law, statute, ordinance or regulation of any jurisdiction; (7) You will not directly or indirectly interfere with or disrupt the operation of the Website; (8) You will not impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity; (9) You will not use the Website to gain unauthorized entry or access to the any computer system or any communications network; (10) You will not engage in the operation of any unlawful transactions and/or business or use or permit any third party to use the Website for any unlawful purpose; (11) You will use the Website solely for its intended purpose; (12) You will fully comply with all terms and conditions of this Agreement; and (13) You waive any so-called “moral rights” in and to the Submitted Materials, as defined below.

1.3 System Integrity. You may not use any device, software, communication or other process or materials of any kind or nature to interfere or attempt to interfere with the proper working of the Website.

1.4 License to Use the Website. Yuvee grants You a limited license to access and make personal use of the Website, and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Yuvee. This license does not include any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools without prior express written consent of Yuvee. The Website, or any portion of the Website, may not be reproduced,

duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior written consent of Yuvee. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Yuvee without express prior written consent. You may not use any meta tags or any other "hidden text" utilizing Yuvee's name or trademarks without the express prior written consent of Yuvee. Without limitation on Yuvee's remedies, any unauthorized use immediately terminates the permission or license granted by Yuvee herein. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Yuvee so long as the link does not portray Yuvee or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Yuvee logo or other proprietary graphic or trademark as part of the link without express written permission.

1.5 Limits on Framing and Prohibition on Internal Links. You may not link to any internal page of the Website. Yuvee expressly prohibits the framing of Yuvee's content in any way that may create a misimpression or confusion with respect to sponsorship or affiliation.

1.6 Online Behavior.

(a) You must exercise respect when participating in any of the Website's community features such as Forums, Blogs, Email functions, etc. and when using chat, voice, video, file transfer or any other feature of the Website (collectively, "Submitted Materials"). You may not submit or publish through the Website any Submitted Materials that are libelous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party. Furthermore, you may not submit or publish Submitted Materials through the Website that solicit funds or services, contain advertising or include programs that contain viruses or any other programs designed to impair the functionality of any computer.

(b) Yuvee does not monitor the contents of these community features, if any, and cannot be held responsible for the Submitted Materials. Yuvee apologizes in advance for any offensive or otherwise displeasing Submitted Materials.

(c) If, at any time you upload or post Submitted Materials, including but not limited to comments, suggestions, problem reports, bug reports and design ideas, you automatically grant Yuvee a non-exclusive, royalty-free, perpetual license of all rights throughout the universe to use, edit, modify, include, incorporate, adapt, record and reproduce the Submitted Materials including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out-of-context, in all languages, in all media now known and hereafter devised, and to use the Submitted Materials in advertising, promotion and publicity for the Website, Yuvee and its or their products and services, in any and all media now known or hereafter devised. Yuvee shall further be entitled to use any such Submitted Materials for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submitted Materials. In any event, any submissions will not be treated as confidential, and Yuvee shall not be liable for any disclosure of the Submitted Materials.

2. **WEBSITE CONTROL**

2.1 Changes to Website. Yuvee reserves the right to modify, reduce, change, terminate and enhance any and all features and functionality of the Website at any time without notice.

2.2 United States Website. The Website is controlled and operated by Yuvee from its offices within the United States. Yuvee makes no representation that materials on the Website are appropriate or available for use in other locations.

2.3 Amendments to this Agreement. Yuvee reserves the right to change any of the terms and conditions contained in this Agreement at any time, in its sole discretion and without notice other than posting the then-current terms and conditions on the Website. You are responsible for reviewing any applicable changes. Your continued use of the Website constitutes consent to the then-current posted terms and conditions of this Agreement.

3. **OWNERSHIP**

3.1 Visitor Data. During the term of this Agreement, Yuvee may collect, aggregate and/or develop information about You and others who visit the Website (“Visitor Data”). Yuvee shall maintain the privacy of Visitor Data in accordance with the Privacy Policy attached as Exhibit B to this Agreement.

3.2 Yuvee Ownership of Website. Yuvee and/or its licensors retains, and reserves for itself, all right, title and interest in and to all materials developed by or for Yuvee for the Website. You have no right to copy, use, or display Yuvee’s materials without the prior written consent of Yuvee except as expressly permitted in this Agreement.

3.3 Yuvee Ownership of Products. Yuvee does not grant any license, right to purchase, right to license or any other claim, encumbrance, license or other right of any kind to Yuvee’s products and intellectual property (whether patents, trademarks, copyrights or otherwise) through access to the Website or any information or materials on the Website, except solely a license to visit and view the contents of the Website for its intended purpose and to download such software products as are available for download from time-to-time on the Website. The Website and the contents of the Website and any such products are protected by United States and other countries’ laws and international treaties, including, but not limited to, patents, copyrights and trademarks. The license to any downloaded products shall - until such time as the user has accepted the terms and conditions of the license agreement for any such product as such license is presented to the user during installation of the product - be limited solely and exclusively to the right to download for purposes of installing the software. Without limitation on the foregoing, the license to download specifically and expressly excludes the right to reverse engineer, disassemble, decompile or hack the product’s code, access the product’s database(s), in any way seek to access the source code for the products or in any way otherwise have rights of any kind in and to Yuvee’s copyrights, patent rights, trademarks, trade secrets and other proprietary rights of Yuvee in and to the product of any kind or nature.

4. Yuvee WARRANTY, DISCLAIMER AND LIMITATION ON LIABILITY

4.1 Disclaimers.

(a) THE WEBSITE AND ALL INFORMATION, CONTENT, MEDIA AND STATEMENTS ON IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF AND RELIANCE THEREON ARE AT YOUR OWN AND SOLE RISK. YUVEE DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

(b) WITHOUT LIMITATION ON THE FOREGOING:

(1) YUVEE DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DO YUVEE MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE WEBSITE OR ANY CONTENT AVAILABLE ON THE WEBSITE. PRODUCT COMPARISONS DO NOT IMPLY THAT ALL PRODUCTS COMPARED ARE AVAILABLE, OR IN THE CASE OF FUNCTIONAL EQUIVALENCY, THAT PERFORMANCE OR OTHER CHARACTERISTICS ARE EXACTLY COMPARABLE.

(2) ALL PRODUCTS AND SERVICES PURCHASED OR ACCESSED OR DOWNLOADED OR MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THE TERMS OF THE AGREEMENT GOVERNING THEIR SALE AND USE. WITHOUT LIMITATION ON THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, (I) YUVEE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE WEBSITE; AND (II) YUVEE DISCLAIM ANY AND ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPLICATION. YUVEE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT.

4.2 Sole Remedy; Limitation on Liability.

(a) YOUR SOLE REMEDY FOR ANY ISSUES OR CLAIMS OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, DOWNLOADING SOFTWARE FROM THE WEBSITE OR OTHERWISE ACCESSING PRODUCTS OR SERVICES OR INFORMATION FROM OR ON THE WEBSITE) IS TO DISCONTINUE USING THE WEBSITE. THE WEBSITE IS PROVIDED FREE OF CHARGE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YUVEE BE LIABLE OR RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY TYPE OF INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF PROPRIETARY MATERIAL, LOSS OF DATA, LOSS OR CORRUPTION OF ELECTRONIC COMMUNICATIONS, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL YUVEE BE LIABLE FOR PUNITIVE DAMAGES.

(c) IN NO EVENT SHALL YUVEE'S CUMULATIVE AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE USE OF THE WEBSITE BE GREATER THAN US\$0.00 (OR, SOLELY IN THE INSTANCE THAT THIS CLAUSE RESTRICTING MONETARY DAMAGES IS DETERMINED TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, US\$0.01).

(d) Without limitation on the foregoing, Yuvee shall not be liable for any loss resulting from a cause over which Yuvee does not have sole and direct control, including, but not limited to, failure of communication lines or electronic or mechanical equipment; telephone or other interconnection problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet services providers or other equipment or services relating to your computers; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or Your telephone or telephone services; or unauthorized access, theft, or operator errors.

(e) SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AS THEY RELATE TO INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU. IN THE EVENT ANY OF THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN YUVEE'S MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO THE MONETARY

AMOUNT THAT YUVEE RECEIVED FROM YOU FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM.

4.3 Contractual Statute of Limitations. Any action or claim arising under or in connection with this Agreement must be brought not later than one (1) year following the date on which the claim first accrued or shall be deemed forever waived.

4.4 Release. In the event that You have a dispute with one or more other users of the Website or any third parties, You hereby release Yuvee (and its officers, directors, agents, subsidiaries and employees) from all claims, demands and damages (whether actual, consequential or other) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. In addition, You waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” You acknowledge being aware of §1542 and hereby expressly waive any rights You may have thereunder, as well as any rights You may have under any statutes or common law principles of similar effect.

4.5 Basis of the Bargain. Each party acknowledges that the other has entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that such terms and conditions are an essential basis of the bargain between the parties.

5. CERTAIN ADDITIONAL DISCLAIMERS

5.1 Third Party Information. Yuvee may not control the information provided by third parties which is made available through or on the Website.

5.2 Links to Third Party Sites. You may, through hypertext or other computer links located on the Website, gain access to other websites on the Internet that are owned and operated by third parties (“Third Party Sites”). Links to Third Party Sites do not imply partnerships, relationships or affiliations with such third parties. Yuvee takes no responsibility for content therein, regardless of whether the link is provided by Yuvee or a third party. No judgment or warranty is made with respect to the accuracy, timeliness or suitability of the content of any Third Party Site to which the Website may link, including information on such other website regarding Yuvee. By providing access to other websites, Yuvee is not endorsing the products and services provided by any website’s sponsoring organization. You should contact the site administrator for those Third Party Sites if You have concerns regarding such links or the content located on such Third Party Sites or the use, privacy rules, security or other matters related to or governing such Third Party Sites.

6. INDEMNITY

You agree to indemnify, defend and hold harmless Yuvee and its subsidiaries, affiliates, officers, directors, agents and employees (and the foregoing’s successors and assigns) from and

against any and all claims, demands, costs and expenses, including reasonable attorneys' fees and costs made by any third party due to or arising out of or in connection with your breach of this Agreement, your violation of law or the rights of a third party or your use of this Website, including, but not limited to, any claims of any kind arising from or in connection with the actions or inactions of third parties.

7. TERM AND TERMINATION

The Agreement is effective on the date upon which You first use the Website (the "Effective Date"), and continues in existence thereafter for as long as necessary to provide the protections set forth in this Agreement.

8. GENERAL CONDITIONS

8.1 Governing Law. Yuvee is based in the United States. You hereby agree that all legal actions between You and Yuvee that arise from or that are related to or arise in connection with this Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia and the federal laws of the United States (excluding the UN Convention on Contracts for the International Sale of Goods) without regard to conflict of laws principles. You hereby agree to the exclusive jurisdiction and venue of federal or state courts in the State of Illinois, USA, or such other jurisdiction as Yuvee may elect, for any actions arising under or in connection with this Agreement that are not resolved pursuant to, or that are required to enforce, the arbitration provisions of Section 8.2 below.

8.2 Arbitration. Any disputes arising out of or in connection with this Agreement or arising out of or in connection with the use of the Website will be resolved only by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be held in Chicago, IL USA or such other location as the parties may agree. The arbitration shall use a panel of three (3) arbitrators selected under the foregoing rules. The panel shall not have the power to award any damages that are expressly excluded under this Agreement, even if permitted under the laws of the Commonwealth of Virginia or other applicable law. No discovery shall be permitted absent a showing of substantial need. The arbitrators shall have no right to award any remedy except monetary damages, subject to the limits set forth in this Agreement. The panel shall render a reasoned decision in writing, and judgment upon the panel's award may be entered in any court of competent jurisdiction. The parties will bear their own costs and expenses in such arbitration, including without limitation, attorneys' fees. You agree to the foregoing regardless of the governing law and jurisdiction that may otherwise be proper for disputes between You and Yuvee. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction. Nothing in this Section 8.2 shall restrict Yuvee from joining You, or otherwise consolidating a dispute with You, into other, related lawsuits or arbitration to which Yuvee may be a party.

8.3 Assignment. You may not transfer or assign your rights or delegate your obligations under this Agreement (whether voluntarily or by operation of law) without the prior written consent of Yuvee, which may be withheld or limited in Yuvee's sole discretion. Any purported assignment or transfer by You that fails to comply with the requirements of this

Section 8.3 shall be a material breach of this Agreement, and shall be null and void. This Agreement shall be binding on each party's permitted successors and assigns.

8.4 Notices. All notices under this Agreement shall be in writing and delivered personally, by e-mail or by commercial overnight courier to a party at its respective address, and each notice shall be effective upon receipt. The address for Yuvee shall be as set forth in the Contact Us page of the Website.

8.5 Compliance with Laws. You shall comply with all applicable laws, statutes, rules, regulations and policies (collectively, "Laws") of all applicable countries and their instrumentalities and political subdivisions thereof, including, without limitation, all Laws relating to or arising in connection with your use of the Website.

8.7 Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. You do not have the authority to bind or commit Yuvee in any way, form or manner. Any person or entity listed on the Website as doing business with Yuvee is solely an independent contractor of Yuvee.

8.8 Severability. If any provision of the Agreement (including all documents incorporated by reference) is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be struck only to the extent it is held to be invalid or unenforceable, and the remaining provisions shall be enforced.

8.9 Headings. Headings are for reference purposes only and in no way define, limit or describe the scope of the section.

8.10 Waiver. Yuvee's failure to act with respect to a breach by you or others does not waive Yuvee's right to act with respect to that or subsequent or similar breaches.

8.11 Force Majeure. Yuvee shall not be liable for failure or delay in its performance under this Agreement due to any cause in any way beyond its control, including, but not limited to: acts of God; failure or disruptions in third party-controlled or operated communications facilities, servers, software or databases; and/or worms, viruses and other disabling and/or disruptive software, communications and/or files.

8.12 Entire Agreement. This Agreement (including all documents incorporated by reference) sets forth the entire understanding and agreement between Yuvee and You with respect to the subject matter hereof. Yuvee hereby rejects any and all other terms and conditions submitted to Yuvee in any form (whether written, electronic, audio, oral or otherwise), regarding the subject matter hereof, regardless of when submitted to Yuvee and regardless of whether Yuvee does not respond to those submissions. If any of the provisions of this Agreement conflict with the terms in this Exhibit A, the terms in Exhibit A shall govern.

EXHIBIT B

Yuvee, Inc. WEBSITE PRIVACY POLICY

THE PRIVACY POLICY BELOW EXPLAINS IN DETAIL HOW WE MAY COLLECT AND USE INFORMATION ON THE WEBSITE ABOUT USERS OF THE WEBSITE.

BY USING THE WEBSITE, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY, YOU MAY NOT USE THE WEBSITE.

Summary of Privacy Policy: We will not sell, share or rent your personally identifiable information that Yuvee may gather from your use of this Website to third parties other than as disclosed in this Privacy Policy, in the Terms of Use, or as is required by law. This Privacy Policy is incorporated into the Terms of Use set forth in Exhibit A.

1. Your Personally Identifiable Information.

Yuvee may collect and use general data and personally identifiable information through your use of the Website. Personally identifiable information is information collected during and through your use of the Website that, without the aid of additional information, can be used to uniquely and directly identify you personally. For the most part, this is information that you submit to us at your choice.

At various times, your use of the Website may include submission by you of personal information, such as when you register with us or send us an email from our website contact pages. Information we collect may include your name, address, telephone number, email address, website usage, and personal interests. This may allow Yuvee, for example, to provide services you have requested, to enhance your experience while visiting us and to provide the best possible customer service.

To the extent you have submitted personally identifiable information to us, you are responsible for the accuracy of that information at all times. For our records, we may retain original and updated information for reasons such as technical constraints, dispute resolution, troubleshooting and agreement enforcement, and our business purposes of any kind.

2. Information Submitted by You to Yuvee through the Website.

You agree that (i) Yuvee shall have a free right to use in any manner consistent with the terms of this Agreement any information (including, but not limited, your personally identifiable information) that You provide to or send to Yuvee or that Yuvee (or its designees) collects using the Website's features and functionality, and (ii) any information or materials you submit to

Yuvee using the contact information and/or systems on this Website shall not be confidential information of you or any third party.

If you send us any such information, including as e-mails and attachments to emails, or if other users or third parties send us correspondence about you, we may collect such information into a file specific to you.

We will not sell or rent your personally identifiable information to third parties. We will use your personally identifiable information only for Yuvee's internal purposes. Yuvee's internal purposes includes, without limitation, offering, improving, changing, adding to and otherwise supporting and maintaining our products and services as we may develop and offer them from time-to-time, and it includes the possibility that we may be acquired or that third parties may invest in us or that we may enter into joint or strategic ventures with third parties. The restrictions on use of personally identifiable information shall not apply to such internal purposes, including that, for instance, they shall not be deemed to limit in any way any acquisition (or due diligence involved in a process related thereto) of our company, in whole or in part, and whether of our assets or our equity, by a third party. We may disclose and/or share any information, including, but not limited to, personally identifiable information, to the third party service providers we may use in order to enable the some of the services we may provide from time-to-time on the Website.

In contexts that permit us to do so, we will use reasonable efforts to contractually obligate such service providers and third parties to abide by the privacy terms contained herein, provided, however, that we give no assurances, representations or otherwise that we will be successful in doing so. In many contexts, we may be required or choose to use the standard form agreements these service providers offer in order to access or use their services. Further, we cannot be responsible for the privacy practices that any of these companies actually follow. If you are concerned about the privacy policy of these companies, you may contact them directly or visit their individual Web sites.

Periodically, we may use the information provided to us to contact you. Yuvee may also provide free email newsletters to those who are interested in receiving them. We will attempt to include unsubscribe instructions with each email newsletter we send out.

3. Other Information.

Yuvee may collect information about the utilization and navigation of the Website by its users. We may automatically track certain information about you based upon your behavior on the Website. For example, our Website may track the URL that you visited before you came to the Website, the URL to which you proceed, and your internet service provider (ISP) address. We do not include this information as part of your personally identifiable information, and we reserve the right to use, share and/or grant ownership of this navigation data in any manner we choose.

We may also use customer information on an aggregate basis to better understand our users and to improve our services. We may disclose, rent, sell, share or otherwise transfer or use aggregate statistics or information any third party, including, for instance, advertisers and business partners.

4. Cookies.

The Website may use cookies. Cookies are electronic "tags" we place on your browser to help our servers recognize you. While you are using the Website, cookies may help make your visit more informative to you and easier for you. Cookies can also help us provide information which is targeted to your interests. Cookies are stored on your hard drive, not on the Website. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website. The information you give us allows us, among other uses, to improve our marketing and promotional efforts, to statistically analyze site usage, to improve our content and product offerings, and to customize our content, layout, and services.

We may use outside companies to display ads or other content on the Website. These ads or other content may contain cookies or other tracking systems that are not under our control or knowledge, and we may not have access to this information or control their use of this information or capability.

5. Disclosure to Governmental Entities. Be advised that we may have to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. We may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability. Further, we may disclose your name, street address, city, state, zip code, country, phone number, e-mail, and company to third party agents of Yuvee as we, in our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, other unlawful activity or activity that may expose us to legal liability.

6. Sale or Acquisition of Yuvee. As stated above, we may disclose any information to the companies that provide our funding or to our business partners and our advisors or to companies or individuals seeking to acquire or acquiring an interest in Yuvee or Yuvee's assets, in whole or in part. With respect to acquisition transactions of any kind, we may disclose, share, sell, rent, assign or otherwise transfer in any manner any information in our possession without limitation.

7. Disclosure to Suppliers and Other Service Providers. As explained above, we may use third party suppliers and service providers. We may disclose or share or have stored your personally identifiable information to or with our suppliers and/or to prospective suppliers for the purpose of their providing services to Yuvee. For example, we may outsource the operations of one or more aspects of our Website to a supplier or service provider who performs services

according to our requirements. In some instances, the service provider may collect information directly from you (such as the situation where we ask a service provider to conduct a survey for us).

8. Linked Sites. This Privacy Policy only addresses the use and disclosure of information we collect from you. You should be aware that when you are on the Website, you may be directed to other sites that are beyond our control. In this case, Yuvee is not responsible for the privacy practices of third parties or the content of linked sites.

9. Your Consent and Opt-Out. Participation on the Website is voluntary. Do not use (and you have no right to use) the Website if you do not agree to these terms.

10. Security. The nature of the Internet and the Website and the manner in which we implement access to the Website on servers and each user's computer and/or other access device means that user's data and user's computer and/or other access device is potentially accessible by third parties, such as computer hackers. Without limitation on other provisions of this Agreement, Yuvee does not undertake any liability of any kind or nature arising under or in connection with the issues presented in this Section 10.

11. Changes in the Privacy Policy. Yuvee reserves the right to update, change or otherwise modify this Privacy Policy from time to time. We will post any changes to this Privacy Policy on the Website so you can always be up to date on the information we collect and how we use it. It is your responsibility to be familiar with the current version of this Privacy Policy, and the terms of use of the Website to which it is attached. Your use of the Website constitutes your consent to those terms and conditions.

12. How to contact us. If you have any questions about this Privacy Policy or the practices of the Website, you may request more information by contacting us using the contact information available on the Website.

By visiting and/or downloading or accessing products, information or services through the Website, you consent to the collection and use of the information described above by Yuvee and the other terms and conditions of this Agreement.