

# **TERMS OF USE**

# AGREEMENT BETWEEN USER AND Bella CORE

The Bella CORE Web Site is comprised of various Web pages operated by Bella CORE.

The Bella CORE Web Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein. Your use of the Bella CORE Web Site constitutes your agreement to all such terms, conditions, and notices.

#### MODIFICATION OF THESE TERMS OF USE

Bella CORE reserves the right to change the terms, conditions, and notices under which the Bella CORE Web Site is offered, including but not limited to the charges associated with the use of the Bella CORE Web Site.

## LINKS TO THIRD PARTY SITES

The Bella CORE Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Bella CORE and Bella CORE is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Bella CORE is not responsible for webcasting or any other form of transmission received from any Linked Site. Bella CORE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bella CORE of the site or any association with its operators.

# NO UNLAWFUL OR PROHIBITED USE

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# **USE OF COMMUNICATION SERVICES**

The Bella CORE Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you
  own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.

- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software
  or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Bella CORE has no obligation to monitor the Communication Services. However, Bella CORE reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Bella CORE reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Bella CORE reserves the right, at all times, to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Bella CORE's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Bella CORE does not control or endorse the content, messages or information found in any Communication Service and, therefore, Bella CORE specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Bella CORE spokespersons, and their views do not necessarily reflect those of Bella CORE.

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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Bella CORE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Bella CORE WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Bella CORE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

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SERVICE CONTACT: PING Tech Group - deanna@pingtechgroup.com

#### TERMINATION/ACCESS RESTRICTION

Bella CORE reserves the right, in its sole discretion, to terminate your access to the Bella CORE Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia, U.S.A. in all disputes arising out of or relating to the use of the Bella CORE Web Site. Use of the Bella CORE Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bella CORE, as a result of this agreement, or use of the Bella CORE Web Site. Bella CORE's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Bella CORE's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Bella CORE Web Site or information provided to or gathered by Bella CORE with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to. the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Bella CORE with respect to the Bella CORE Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bella CORE with respect to the Bella CORE Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

#### COPYRIGHT AND TRADEMARK NOTICES:

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## **TRADEMARKS**

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

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# NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

# PRIVACY STATEMENT

Bella CORE is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Bella CORE Web site and governs data collection and usage. By using the Bella CORE website, you consent to the data practices described in this statement.

#### Collection of your Personal Information

Bella CORE collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. Bella CORE also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by Bella CORE. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by Bella CORE for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Bella CORE Web site.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Bella CORE public message boards, this information may be collected and used by others. Note: Bella CORE does not read any of your private online communications.

Bella CORE encourages you to review the privacy statements of Web sites you choose to link to from Bella CORE so that you can understand how those Web sites collect, use and share your information. Bella CORE is not responsible for the privacy statements or other content on Web sites outside of the Bella CORE and Bella CORE family of Web sites.

#### Use of your Personal Information

Bella CORE collects and uses your personal information to operate the Bella CORE Web site and deliver the services you have requested. Bella CORE also uses your personally identifiable information to inform you of other products or services available from Bella CORE and its affiliates. Bella CORE may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Bella CORE does not sell, rent or lease its customer lists to third parties. Bella CORE may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Bella CORE may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Bella CORE, and they are required to maintain the confidentiality of your information.

Bella CORE does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Bella CORE keeps track of the Web sites and pages our customers visit within Bella CORE, in order to determine what Bella CORE services are the most popular. This data is used to deliver customized content and advertising within Bella CORE to customers whose behavior indicates that they are interested in a particular subject area.

Bella CORE Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Bella CORE or the site; (b) protect and defend the rights or property of Bella CORE; and, (c) act under exigent circumstances to protect the personal safety of users of Bella CORE, or the public.

## **Use of Cookies**

The Bella CORE Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Bella CORE pages, or register with Bella CORE site or services, a cookie helps Bella CORE to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Bella CORE Web site, the information you previously provided can be retrieved, so you can easily use the Bella CORE features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Bella CORE services or Web sites you visit.

## Security of your Personal Information

Bella CORE secures your personal information from unauthorized access, use or disclosure. Bella CORE secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

# Changes to this Statement

Bella CORE will occasionally update this Statement of Privacy to reflect company and customer feedback. Bella CORE encourages you to periodically review this Statement to be informed of how Bella CORE is protecting your information.

#### **Contact Information**

Bella CORE welcomes your comments regarding this Statement of Privacy. If you believe that Bella CORE has not adhered to this Statement, please contact Bella CORE. We will use commercially reasonable efforts to promptly determine and remedy the problem.