

TERMS & CONDITIONS

INITIAL PUBLICATION DATE 11/27/2014. These terms and conditions are effective immediately for all account owners also referred to as registrants or subscribers. Real Peoples Ratings LLC reserves the right to change or update these terms at any time without notification. These terms and conditions referred to also as “the terms” govern registrant’s access to and use of all Real Peoples Ratings LLC websites, mobile applications and any Real Peoples Ratings LLC owned materials directly linked to or by reference at www.realpeoplesratings.com also known as the “Site”. By accessing or using the Site, you are agreeing to these Terms & Conditions and concluding a legally binding contract with Real Peoples Ratings LLC a United States Grafton, WI. based company. Access and or use of the Site is strictly prohibited if you are unwilling or unable to be bound by the Terms.

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Article I. DEFINITIONS
Section 1.01 Parties

"You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, crawls, scrapes, or by any means uses the Site. "We," "us," "our", "Company" and "Site" refers to Real Peoples Ratings LLC and all its cyber or web site locations, pages, or URL's.

Section 1.02 Content

"Content" means all data in any form or format including but not limited to forms of text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit, supply or transmit to, through, or in connection with the Company including but not limited to audio and or text ratings, checks, reviews, compliments, invitations, check-ins, messages, as well as information you publicly display or displayed in your account profile. "User Content" means any and all data users submit or transmit to, through, or in connection with the Company. "Company Content" means Content Real Peoples Ratings LLC owners or staff create and make available in connection with the Company. "Third Party Content" means Content originating from parties other than Real Peoples Ratings LLC owners, staff, or its users, made available in connection with the Company. "Site Content" means any or all of the Content that is made available in connection with the Company's cyber locations, including Your Content, User Content, Third Party Content, and Company Content.

Article II. TERMS OF SERVICE REVISIONS
Section 2.01 Revisions and Publications

The Company may modify the Terms from time to time. The most current version of these Terms will be located under "TERMS & CONDITIONS" on the Site.

Section 2.02 Terms & Conditions Govern Access

By accessing the Company or Site by any means you understand and agree your access to or use of the Site is governed by the Terms effective at the time of your access to or use of the Site.

Section 2.03 Means of Notification of Terms & Conditions

When material changes to these Terms by Real Peoples Ratings LLC legal representative's occurs; you will be notified by email and/or by posting a notice on the Site prior to the effective date of the changes. We will also indicate at the top of this agreement the most current revision date. You may wish to revisit these Terms on a regular basis as revised versions will be binding to all parties. Any such revisions will be effective upon Real Peoples Ratings LLC posting of new Terms.

Section 2.04 Your Use indicates Acceptance

You understand and agree that your continued access to or use of the Site after the effective date of revisions to the Terms indicates your acceptance of the revisions.

Article III. THIRD PARTIES

The Real Peoples Ratings LLC web Site(s) or cyber locations or applications may include links to other Companies websites or applications (collectively "**Third Party Companies**"). We do not control or endorse any Third Party Companies. You agree Real Peoples Ratings LLC, its officers, staff or affiliates are not responsible for the availability or contents of such Third Party Companies. You understand represent and agree your use of Third Party Companies, whether or not facilitated through Real Peoples Ratings LLC Site or applications, is at your own risk. Be advised various services made available through the our Site may be subject to additional third party or open source licensing terms, agreements and or disclosures, including the ones posted under our [Third Party Terms](#) and herein by reference incorporated.

Article IV. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Real Peoples Ratings LLC, its owners, officers, directors employees, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, agents and representatives of each of them (collectively, the Real Peoples Ratings "**Organizations**"), including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating but not limited to

- i. your use or access of Our Site or cyber locations or applications,
- ii. your direct or indirect violation of the Terms,
- iii. any Discounts, Advertisements, products or services purchased or obtained by you in connection with Our Site, or
- iv. the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

In any matter you agree you are required to indemnify us and you agree to cooperate with our defense of these claims. Real Peoples Ratings LLC reserves the right, at your expense, to assume the exclusive defense and control of any such matter. You agree not to settle any such matter without the prior expressly written consent of Real Peoples Ratings LLC.

Article V. LANGUAGE TRANSLATIONS

Real Peoples Ratings LLC may translate these Terms into other languages for convenience. Notwithstanding, the English version governs all users' relationship with Real Peoples Ratings LLC, and any inconsistencies among the different versions will be resolved in favor of the English version.

Article VI. SITE USAGE

Section 6.01 Eligibility

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms. Banned users, unauthorized users, users with closed accounts, competitors are prohibited from Site access or use.

Section 6.02 Permissions

Real Peoples Ratings LLC grants you permission to use the Site subject to the restrictions in these Terms. You understand and agree your use of the Site is at your own risk, including the risk you may be exposed to Content that is offensive, indecent, inaccurate, objectionable, vulgar, or otherwise inappropriate.

Section 6.03 Availability

The Site may be revised, modified, updated, upgraded, interrupted, suspended or discontinued at any time without notice or liability. Real Peoples Ratings LLC does not warrant the use of performance of this website will be timely, uninterrupted or free of error, or that this website or its server will be free of viruses. In no event shall the company, its officers, directors, agents and employees or anyone else associated with the company be liable for any loss or injury, direct or indirect, incidental, consequential, special or exemplary damages, or any damages whatsoever arising from the use or performance of this website or from any information, services or products provided through this website, even if the company has been advised of the possibility of such damages. In the event that applicable law prevents the exclusion of liability for certain warranties, such exclusion does not apply to you to the extent limited by law.

Section 6.04 User Account

(a) Account Creation

You must successfully create an account and provide requested information about yourself in order to use the features offered through the Company.

(b) Account Confidentiality

You are responsible for maintaining the confidentiality of your account login and password. You are also responsible for all activities occurring in connection with your account. You agree to notify Real Peoples Ratings LLC immediately of any unauthorized use of your account.

(c) Company Right to Close

Real Peoples Ratings LLC reserves the right to close your account at any time for any or no reason.

(d) Purpose, Credibility, & Identity

- (i) You agree account is only and will be used only for your non-commercial personal benefit.
- (ii) You agree to provide complete and accurate information about yourself to enhance your credibility as a contributor to or user of the Site. You may use only your own personal identity. Using another person's identity is prohibited and may be reported to appropriate authorities. Creation of or use of an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts is strictly prohibited.
- (iii) You agree and understand screen names, aliases or pseudonyms may not be used to conceal your identity. All Real Peoples Ratings LLC Site users, readers, visitors and all others may still be able to identify you including but not limited to information obtained in your reviews or ratings comments or profile, information provided from linked accounts other sites, or when you allow other sites to share information about you with Real Peoples Ratings LLC. Please read our [Privacy Policy](#) for more information.

Section 6.05 Communications from Real Peoples Ratings LLC & others

By creating an account, you elect and agree to receive select communications in connection with the Site. These communications include but are not limited to compliments, condemnations or friend requests from other Users. You also agree to receive our periodic e-mail newsletter until you decide to opt-out of non-essential communications. E-MAIL

Article VII. CONTENT

Section 7.01 Content Protocols

You represent having read and understood Our [Content Protocols](#).

Section 7.02 Infringement Policy

Prior to making a formal dispute about content copyright or trademarks you represent you have read and understand Our [Infringement Policy](#).

Section 7.03 Your Content Responsibility & Liability

(a) Agreements to Assume Risks

You are solely responsible for Your Content, and agree and understand publishing content may permanent and irreversible once published. You understand and agree your published content may not necessarily be withdrawn. You agree and assume all risks associated with Your Content, including but not limited to anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content which makes you personally identifiable.

(b) Proper Ownership Representation

You represent proper ownership, or posses the necessary legal permissions to use and authorize the use of Your Content as described herein. You may not imply or represent Your Content is in any way sponsored or endorsed by Real Peoples Ratings LLC and all Our officers, directors, or representatives.

(c) General Liability

Your liability includes, but is not be limited to, false, untrue, intentionally misleading, or defamatory Content material; violations of any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; containing unlawful material, including but not limited to illegal hate speech or pornography; exploits or by any means harms minors; violates or advocates the violation of any law or regulation.

Section 7.04 Company Right to Use Your Content

(a) Global Release

You understand, agree and grant Real Peoples Ratings LLC the right to use Your Content in ways including but not limited to public or private performance, display, reformatting, incorporating it into advertisements and other commercial and artistic works, derivative works, promotions, distributions, and granting permissions to other websites and media platforms ("**Media Platforms**"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sub licensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Media Platforms the right to access Your Content in connection with their use of the Site and any Other Media Platforms. Further, you irrevocably waive, and cause to be waived, against Real Peoples Ratings and its users any claims and assertions of moral rights or attribution with respect to Your Content. In this case by "use" we mean, copy, reproduce, publicly perform and or display, distribute, modify, translate, remove, analyze, monetize, commercialize, and prepare derivative works of Your Content.

(b) Ownership

(i) General

You are the owner of your Content posted at Real Peoples Ratings LLC site. We own the Real Peoples Ratings LLC Content, including but not limited to audio formats, text and visual interfaces, interactive features, graphics, design, compilation, including but not limited to, our compilation of User Content and other Company Content, computer code, products, software, aggregate user review and ratings, and all other elements and components of the Company excluding Your Content, User Content and Third Party Content and all means of associated storage.

(ii) Intellectual

We also own the copyrights, trademarks, service marks, trade names, and other intellectual & proprietary rights throughout the world ("**I&P Rights**") associated with the Company Content and the Site, which are protected by

copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws and restrictions. In as much, you may not perform the copyrighted work publicly, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Real Peoples Ratings LLC Company Content in whole or in part except as expressly authorized in writing by us. Except as expressly and unambiguously provided herein, Real Peoples Ratings LLC does not grant you any express or implied rights, and all rights in and to the Site and the Real Peoples Ratings LLC Content are retained by us.

(c) Advertising

You grant Real Peoples Ratings LLC and its licensees unlimited rights to publicly display advertisements and other information adjacent to or included with or within Your Content. You are not entitled to any compensation for such advertisements or other adjacent posted information and are hereby prohibited from its monetization without written authorization from Real Peoples Ratings LLC. The manner, mode and extent of such Real Peoples Ratings LLC advertising campaigns larger or small are subject to change without specific notice to you.

(d) Content Feeds

Real Simple Syndication (RSS) is a term that refers to the family of web feed formats which distribute and share headlines and other information. The Atom Syndication Format is also used for web feeds by the blogging community to share recent entries' headlines, full text, and even attached multimedia files. Real Peoples Ratings LLC may make some of the Site Content available via **RSS and Atom Feeds** or other web feed formats ("**Web Feeds**"). Web Feeds allowances include but are not limited to software programs checks for updates published on the company site. You may access and use the Web Feeds we provide and authorize in order to display Web Feeds related Content on your personal computer, website, blog or cyber location ("**Your Cyber Spot**"), provided

- (i) your use of the Web Feeds is not monetized and for personal or other provided format, non-commercial, purposes only,
- (ii) your display of the Feeds Content links back to the relevant pages at Real Peoples Ratings LLC's website(s), and attributes properly Real Peoples Ratings LLC Site as the source of the Web Feeds Content,
- (iii) your use or display of the Web Feeds Content does not suggest Real Peoples Ratings LLC promotes or endorses any third party interests including but not limited to campaigns, causes, ideas, websites, blogs, products or services, including Your Cyber Spot,
- (iv) you do not redistribute en masse or smaller scale the Feeds Content, and
- (v) your use of the Web Feeds does not overburden Real Peoples Ratings LLC software or hardware systems. Real Peoples Ratings LLC reserves all rights in the Feeds Content and may terminate the Feeds at any time.

(e) Other

User Content (including but not limited to any that may have been created by users employed or contracted by Real Peoples Ratings LLC) does not necessarily reflect the opinion(s) of Real Peoples Ratings LLC. We reserve the right to delete, remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. We may remove a review or ratings for violations of our [Content Protocols](#). We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee or make any warranties of confidentiality with respect to Your Content.

Article VIII. RESTRICTIONS

Real Peoples Ratings LLC and all Our officers, directors, or representatives are under no obligation to enforce these Terms & Conditions on your behalf against another user. We encourage you to properly inform us of other users' violations of these Terms & Conditions. Notwithstanding, we reserve the right to investigate and take action we deem appropriate at our sole discretion.

Section 8.01 GENERAL RULES & PROHIBITIONS

Users agree to adhere to the following rules and prohibitions as well as not to violate our Terms & Conditions. The General Rules and Prohibitions below are void where prohibited by law. Notwithstanding, you agree to abide by these General Rules & Prohibitions and provide Real People Ratings LLC 30 days written notice to CEO@RealPeoplesRatings.com, accompanying any information We may reasonably require, prior to acting in a contrary manner to any of the stated General Rules & Prohibitions below. Users agree and understand the **following items are strictly prohibited**

a) VIOLATE COPY RIGHTS & APPLICABLE LAWS

- i) Circumventing the five rights of the U.S. Copyright Act of the copyrights owners namely Real Peoples Ratings LLC, or directly in a substantial or material way (excluding your personal content) reproducing or copying, distributing, translating, creating derivative works or adaptations of, publicly displaying or performing, selling, trading, exchanging or in any way exploiting Real Peoples Ratings LLC or Real Peoples Ratings LLC web site Content except as expressly authorized by Real Peoples Ratings LLC;
- ii) Removing modifying any Real Peoples Ratings LLC trademark, copyright, or any other proprietary rights notice or postings appearing at any point or portion of the company site or appearing in any Company owned materials reprinted, reproduced, or copied from the; Company Site;
- iii) Use in whole or part of Real Peoples Ratings LLC to violate any applicable laws;
- iv) Violating Real Peoples Ratings Terms & Conditions;

b) VIOLATE THIRD PARTY RIGHTS

- i) Violations of any third party's rights ,or contractual obligations benefiting a person or entity not party to this original contract including any breach of confidence, patent, trade secret, copyright, trademark, moral right, right of publicity, privacy right, right of publicity, or any other intellectual property or proprietary right, assignment, or beneficiary designations;

c) UNAUTHORIZED OR ILLEGAL SOLICITATIONS & PROMOTIONS OR DATA MINING

- i) Sending bulk emails, unauthorized surveys, unauthorized polls, or other mass messaging via any web feed, mode or method, commercially or otherwise to Real Peoples Ratings LLC and or officers, directors, or representatives members, subscribers, clients, users;
- ii) Participating in keyword spamming;
- iii) Attempting to manipulate Real Peoples Ratings LLC proprietary or nonproprietary search results or any third party website;
- iv) Unauthorized Content which promotes or attempts monetization of businesses or ventures private or commercial;
- v) Unauthorized solicitations for personal information from Real Peoples Ratings LLC officers, directors, agents and employees or anyone else associated including but not limited to our users and business clients;
- vi) Use Real Peoples Ratings LLC web site or products in any way to solicit minors, or to submit, transmit, post or store pornographic material;
- vii) Collecting, recording, keeping, storing, or data mining information about our Users, Business Clients or Real Peoples Ratings LLC officers, directors, or representatives
- viii) Malicious non-software or hardware based social engineering such as but not limited to Phishing, Pretexting, Diversion theft, baiting, tailgating, or shoulder surfing;

d) ANTAGONISTIC OR THREATENING BEHAVIOR

- i) Intentional provocations, as determined at Our sole discretion, threats, stalking,
- ii) Cyber bullying, harassments;
- iii) Racist, discriminatory, and hate language;

e) THEFT OF INTELLECTUAL PROPERTY

- i) Reverse engineering or any part of any of our company proprietary or nonproprietary, software or website in whole or part;
- ii) Internet Robots or “bots”, or any cyber infiltration mechanisms including but not limited to spiders, crawlers, web bots, all mechanical or software related search or retrieval programs intended to emulate real human activity to acquire, access, scrape, and or index in part or whole real Peoples Ratings LLC’s website;
- iii) Unauthorized indexing or accessing the Site with intent to use the Company data for creating, constructing, populating a searchable data base of business ratings and or reviews;
- iv) Reformatting, or framing any portion in part or whole of the Site (where in the context of a web browser a “frame” is part of a web page or browser window which displays content independent of its container, with the ability to load content independently);
- v) In any way presenting or representing malicious software as routine, useful, or interesting in order to persuade victims to release or divulge confidential information or Real Peoples Ratings LLC intellectual property of any kind

f) FAKED OR FALSE RATINGS REVIEWS OR CONTENT

- i) Faked or false reviews, ratings, as determined at our sole discretion, or Content are absolutely prohibited including but not limited to writing untrue Content, defamatory Content,
- ii) Unethical agreements for quid pro quo ratings or reviews exchanges with another business
- iii) Compensating any party to create a review or rating;

g) SOFTWARE OR HARDWARE MALACE & SECURITY VIOLATIONS

- i) Assisting, encouraging, enabling any form of malicious and regardless of motive, at the Company's sole discretion, burdensome or unreasonable or disproportionately large load to, or excessive web traffic demands to Real Peoples Ratings LLC cyber locations & websites or any Company technology or technological infrastructure or architecture;
- ii) attempting to gain unauthorized access to, or hacking into the Site, Our Third Party websites, Our User accounts, Our Business Clients accounts, or any Company cyber locations including but not limited to any and all hardware or software owned by Real Peoples Ratings LLC.
- iii) Attempting to gain unauthorized access by, but not limited to, keystroke logging software, password mining or any other method.
- iv) Using Real Peoples Ratings LLC software, hardware or any Content or third party software, hardware or Content to transmit malicious, regardless of motive, as determined at Our sole discretion, malware programs such as but not limited to self replicating programs, Trojan horses, worm software (henceforth collectively referenced as "Viruses")
- v) Using any social engineering software or hardware mechanisms, designed to exploit knowledge or security vulnerabilities to gain access to The Company or Our hosts computing resources;
- vi) Use of any hardware, software or any mechanism of any kind to interfere with operations and functions of the Site in any way
- vii) Bypassing, circumventing, circumnavigating, damaging, disabling, causing Denial-of-service attacks, limiting, causing or creating vulnerabilities with, or in any way whatsoever of interfering with the security architecture of any Real Peoples Ratings Company Site security, cyber security or IT security measures, processes and mechanisms by which protection is created to any Real Peoples Ratings LLC digital equipment, hardware, or software;

Article IX. SPECIAL EVENTS TERMS & CONDITIONS

You represent before attending or participating in a Real Peoples Reviews LLC Special Event you have read and understood Our [Special Event Terms & Conditions](#) for information about events listed on or linked to on the Site.

Article X. BUSINESS ACCOUNT OWNERS & ADVERTISEMENT CUSTOMERS

As a Business account owner or Advertisement customer of Real Peoples Ratings LLC you represent upon creation of your account or upon the purchase of advertisements Our Advertisements Agreements will apply and you have read and understand Our [Advertisements Agreements](#) in full. You further represent you are aware Our Advertisements Agreements may change from time to time. In the event of any conflict of Our Advertisements Agreements and these Terms & Conditions, the Real Peoples Ratings LLC Advertisements Agreements will supersede these Terms & Conditions

Article XI. GENERAL TERMS FOR DISCOUNTS & CERTIFICATES

Before purchasing Discounts or Gift Certificates you represent you have read and understand the General Terms for Discounts & Gift Certificates. You further represent you understand [General Terms for Discounts & Gift Certificates](#) may change from time to time and purchases of Discounts or Gift Certificates will be governed by the Real Peoples Ratings LLC General Terms for Discounts & Gift Certificates. In the event of

any conflict between the General Terms for Discounts & Gift Certificates and these Terms & Conditions, the Real Peoples Ratings LLC General Terms for Discounts & Gift Certificates will supersede these Terms & Conditions.

Article XII. PRIVACY

You represent having read and understood our [Privacy Policy](#). Be advised in the event Real Peoples Ratings LLC has a good faith belief disclosure of information to our Third party Associates, is reasonable necessary included but not limited to

- i. legal enforcement or to apply our Terms & Conditions of Service or Privacy Policy;
- ii. taking any action to protect Our rights, reputation, and property, or that of Our users, affiliates, or the public, or our officers, directors, or representatives;
- iii. legally taking action regarding suspected illegal activities;
- iv. or adhere to or comply with legal processes or other government inquiry, including but not limited to a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us

then Real Peoples Ratings may disclose information about you to Our Third party Associates and clients and legal representatives. Further, Users of our Web Site outside of the United States, you agree and consent to having your personal data transferred to and processed in the United States.

Article XIII. TERMINATION

It is not the responsibility of Real Peoples Ratings LLC to terminate your account. However, we reserve the right to terminate your account at will for any or no reason.

- i. By closing your account, discontinuing your use of the Site, and providing Real Peoples Ratings LLC with a notice of termination you immediately terminate these Terms & Conditions. Use this link to >>> [Close Your Account](#)
- ii. We reserve the right Site for any or no reason, to close your account, limit or suspend your ability to use Our Site, and/or ban you completely from Our Site without notice or liability of any kind. You understand and agree these actions could prevent you from accessing your account, Our Site or Content, Your Content, or any other related information.
- iii. Article I, Article III, Article IV, Article VII, Article VIII, ARTICLE XV, & Article XVI will continue in full force and effect in the event of termination regardless of who or whom initiates the termination;

1.

Article XIV. GENERAL TERMS

- i. We may but are not obligated to ensure you receive notices, but will send notices including those regarding changes to the Terms by Our choice of email, regular mail or any other communications through the Site.
- ii. We reserve the right to change, modify, update, upgrade, suspend or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.
- iii. Language or verbiage in this document is not intended, nor will be considered, except as otherwise stated in Article IV INDEMNIFICATION, to confer rights or remedies upon any third party.
- iv. The entire agreement between You and Real Peoples Ratings LLC are contained herein These Terms & Conditions regarding the use of the Our Site, and takes precedence over any prior agreement between you and Real Peoples Ratings LLC on such subject matter.
- v. All parties acknowledge reliance on any representation is expressly contained and limited to these Terms & Conditions.
- vi. Any oversight or failure by Real Peoples Ratings LLC in part or whole to exercise or enforce any right or provision of the Terms & Conditions does not constitute a waiver of such right or provision.
- vii. The oversight or failure of either party to exercise in any respect any right provided for by this binding agreement shall not be considered a waiver of any further rights of this agreement.
- viii. Terms & Conditions provisional articles or sections found to be unlawful, invalid, or unenforceable will be revised to reflect party intention or removed as minimally as practical to ensure the Terms & Conditions remain in full force and effect and enforceable as allowable by law.
- ix. These Terms & Conditions, and any resulting rights or obligations, are not allowed to be assigned, transferred or sublicensed by you except with Real Peoples Ratings LLC prior expressly written consent, but may be assigned or transferred by Real Peoples Rating LLC without limit or restriction. Any assignments or transfers attempts by you are a violation of the Terms & Conditions and thus void.
- x. The Format choice of Articles, subsections and titles in these Terms & Conditions are for convenience only and have no legal or contractual effect.

Article XV. SUGGESTIONS BOX & FEEDBACK

By sending us any feedback, documents ideas, or proposals or suggestions ("**Suggestions**"), you agree

- i. You represent your Suggestions contain no third party confidential or proprietary owed materials;
- ii. Real Peoples Ratings LLC acknowledges no implied or expressed obligatory confidentiality to your Suggestions;
- iii. You fully acknowledge may already possess, be considering, or even already developing the same or similar Suggestions from another unrelated source;
- iv. You understand and agree your Suggestions immediately, whether you have established a user account or business account or not, is immediately classified as "Content" and subject to the contractual agreements as outlined in Article VII .

Article XVI. DISCLAIMERS AND LIMITATIONS OF LIABILITY

ARTICLE XVI LIMITS THE LIABILITY OF THE REAL PEOPLES RATINGS LLC ORGANIZATIONS TO YOU. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, YOU ARESURRENDERING SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS AND SPECIFICALLY THIS SECTION ARTICLE XVI OF THESES TERMS. THEREFOR THOROUGH AND CAREFUL EXAMINATION OF THIS SECTION AND THIS ENTIRE DOCUMENT IS STRONGLY SUGGESTED. THIS ARTICLE AND ALL ITS SUBSECTIONS ARE APPLICABLE TO THE FULL AND MAXIMUM EXTENT ALLOWABLE BY LAW. ARTICLE XVI DOES NOT INTEND TO LIMIT ANY OF YOUR RIGHTS UNLAWFULLY. THESE TERMS & CONDTIONS INCLUDING ARTICLE XVI ARE LEGAL AND BINDING AND THEREFORE IT IS ADVISIBLE TO SEEK LEGAL COUNSEL BEFORE ENTERING INTO THIS CONTRACT AND PRIOR TO ACCESSING OR USING THE SITE.

1. THE REAL PEOPLES RATINGS LLC WEB SITE AND APPLICATIONS ARE MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING REAL PEOPLES RATINGS LLC ORGANIZATIONS MAY NOT MONITOR, CONTROL, EXAMINE, OR SCREEN USER CONTENT. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK.

2. THE REAL PEOPLES RATINGS LLC ORGANIZATIONS MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE REAL PEOPLES RATINGS LLC ORGANIZATIONS ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE ARISING FROM BUT NOT LIMITED TO SITE INOPERABILITY, BEING UNOBTAINABLE, BEING SLOWED, STOPPED, UNAVAILABLE OR SECURITY VULNERABILITIES OR FROM YOUR DEPENDENCE OR RELIANCE ON THE QUALITY, ACCURACY OR TRUSTWORTHINESS OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, PRESENTATION OR DISPLAY), OR SET OF PROPERTIES OF A COMMUNICATION PATH FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.
3. NO CLAIMS OR PROMISES ARE MADE BY REAL PEOPLES RATINGS LLC ORGANIZATIONS REGARDING ANY THIRD PARTY, SUCH AS ANY BUSINESSES OR ADVERTISERS LISTED ON OUR SITE OR THE USERS OF OUR SITE. THEREFORE REAL PEOPLES RATINGS ORGANIZATIONS ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANOTHER USER OR BUSINESS ABUSES OR MISREPRESENTS YOUR CONTENT, IDENTIFYING, OR EXPOSING PERSONAL PRIVATE OR CONFIDENTIAL INFORMATION, OR IF YOU HAVE AN UNDESIRE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS OR OTHER USERS LISTED OR FEATURED ON OR AFFILIATED WITH THE SITE. YOUR PURCHASE AND USE OF PRODUCTS, SERVICES, APPLICATIONS, SUNDRY ITEMS OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.
4. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BY REAL PEOPLES RATINGS LLC ORGANIZATIONS WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES, OR OTHER SITE USERS, LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WRITTEN OR ORAL INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF REAL PEOPLES RATINGS LLC ORGANIZATIONS CREATES NO REPRESENTATIONS OF WARRANTY.
5. YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF REAL PEOPLES RATINGS LLC WEB SITE IS YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE.
6. REAL PEOPLES RATINGS LLC ORGANIZATIONS DISCLAIM LIABILITY FOR ANY
 - A. INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES,
 - B. LOSS OF PROFITS,
 - C. BUSINESS INTERRUPTION,
 - D. REPUTATIONAL HARM, OR
 - E. LOSS OF INFORMATION OR DATA.
7. REAL PEOPLES RATINGS LLC ORGANIZATIONS MAXIMUM COMPOSITE LIABILITY TO YOU FOR LOSSES OR DAMAGES YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS & CONDITIONS IS LIMITED TO THE GREATER OF (i) TOTAL AMOUNTS PAID, IF ANY, BY YOU TO REAL PEOPLES RATINGS LLC ORGANIZATIONS IN CONNECTION WITH OUR SITE IN THE 365 CALENDAR DAYS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

Article XVII. CHOICE OF LAW AND VENUE & AGREEMENT TO ARBITRATE

Section 17.01 VENUE

- a) Wisconsin law will govern these Terms & Conditions, as well as any claim, cause of action or dispute that might arise between you Real Peoples Ratings LLC Organizations without regard to conflict of law provisions
- b) *FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN OZAUKEE COUNTY, WISCONSIN.*

Section 17.02 ARBITRATION AGREEMENT

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THESE DISCLOSURES: ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN REAL PEOPLES RATINGS LLC ORGANIZATIONS AND YOU, OR THE AGENTS,

REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, OR YOU, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE STATE OF WISCONSIN. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

- 1) ARBITRATION IS FINAL AND BINDING ON THE PARTIES;
- 2) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL;
- 3) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS;
- 4) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED; AND
- 5) THE PANEL OF ARBITRATORS MAY TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE ADVERTISMENT INDUSTRY

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is de-certified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.