

BETTER.IN TERMS OF USE

1. REQUIRED ACCEPTANCES

Better Services provides services to you subject to the following Terms of Use. Better Services reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. These Terms of Use will constitute a binding agreement between Better Services and you, and will govern your use of BETTER.IN Website or any other Website owned by Better Services. By using and/or visiting the BETTER.IN Website or any other Websites owned by Better Services, you signify your agree to both the Terms of Use and the Privacy Policy, which is specifically incorporated into the Better Services Terms of Use. You are only authorized to use the Website if you agree to abide by all applicable laws and to these Terms of Use. Please read these Terms of Use carefully. If you do not agree to these Terms of Use, please do not use the Website.

2. WEBSITE ACCESS

Better Services hereby grants you permission to use the Website as set forth in these Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal, non-commercial use; (ii) you will not copy or distribute any part of the Website in any medium without Better Services prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

In order to access some features of the Website, you will have to create an account. You are not allowed to use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may change your password at any time by updating your Account Profile page. In addition, you agree to immediately notify Better Services of any unauthorized use of your password or account or any other breach of security. Better Services cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

By registering with Better Services, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Better Services Website. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Better Services suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the Better Services Website.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or similar technological devices or programs, that access the Website in a manner that sends more request messages to the BETTER.IN servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Better Services grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating

publicly available searchable indices of the materials, but not caches or archives of such materials. Better Services reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, from the Website, nor use the communication systems provided by the Website for any commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

3. THE BETTER.IN WEBSITE

These Terms of Use apply to all users of the Website, including users who contribute information, ideas, and other materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by Better Services. Hence Better Services assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Website, you specifically release Better Services from any and all liability arising from your use of any third-party website.

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5. RULES OF CONDUCT

The following rules of conduct apply to your use of the Website and to any and all materials you upload on BETTER.IN, including text, data, graphics (collectively User Submissions)

You may not, in connection with the Website:

- Upload, post, email or otherwise transmit any information that is libellous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;
- infringes or violates any patent, copyright, trademark, trade secret or other property right;
- breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- promotes software or services that deliver unsolicited e-mail; or contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

You may not, except with Better Services express advance authorization or in a specially designated area, use the Website to:

- Upload, post, email or otherwise transmit any User Submission that provides any telephone numbers, street addresses, last names, URLs or email address; or
- engage in commercial activities within BETTER.IN;
- provide false or deceptive information;
- use Better Services content to engage in commercial activities;
- delete, add or otherwise change other people's entries or other Content when you have not been granted the privileges to do so; or
- allow usage by others in such a way as to violate Better Services Terms of Use.

6. MODIFICATIONS TO THE WEBSITE

Better Services reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Better Services shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

7. CANCELLATION & REFUNDS

Better Services reserves the exclusive right to refuse or cancel any order for products that are listed at an incorrect price or are not available. This is enforceable irrespective of order confirmation or payment. In such events if the payment has been processed by Better Services the amount will be fully refunded.

Better Services will be unable to take requests of cancellations once order confirmations have been received.

Better Service takes the utmost care when executing your orders. However on receipt of goods if items are not found as per order specifications please contact our sales representative at better@betterservices.org. Better Services will amend product defects if any as per the order specifications.

8. TERMINATION

Better Services may, under certain circumstances and without prior notice, immediately terminate your BETTER.IN account and access to the Website and any other of its services. Cause for such termination shall include, but not be limited to: (a) breaches or violations of the Terms of Use other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) non-payment of any fees owed by you in connection with the Website or any other BETTER.IN product. Termination of your BETTER.IN account includes: (a) removal of access to all pages within the Website; (b) deletion of your password and all related information, files and materials, including User Submissions associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in Better Services sole discretion and that Better

Services shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

9. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BETTER SERVICES, AND ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF BETTER SERVICES, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. BETTER SERVICES MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITES CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. BETTER SERVICES DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED WEBSITE OR OTHER PROMOTION, AND BETTER SERVICES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BETTER SERVICES OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL BETTER SERVICES, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF BETTER.IN, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE

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YOU SPECIFICALLY ACKNOWLEDGE THAT BETTER SERVICES SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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11. INDEMNITY

You agree to defend, indemnify and hold harmless Better Services, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of BETTER.IN, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

12. ABILITY TO ACCEPT TERMS OF USE

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

13. ASSIGNMENT

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by Better Services without restriction.

14. COPYRIGHT NOTICE

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16. GENERAL

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Better Services failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Better Services reserves the right to amend these Terms of Use at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

17. VIOLATIONS OF THESE TERMS OF USE

Please report any violations of the Terms of Use to better@betterservices.org

Upon receiving such a report of a possible violation, Better Services in its sole discretion may investigate the matter and take such action as Better Services determines to be appropriate.

18. UPDATES TO TERMS OF USE

Terms of Use updated May 1, 2014.