

Terms of Service

By using this website or our applications, you're agreeing to the following terms.

LightVantage LLC ("LightVantage") is the owner of the Foodcaching online marketing system and mobile social shopping applications ("Foodcaching ") which are marketed and delivered via internet and mobile devices to merchants end users of such services ("Services"). As a user ("You," "Your", "Consumer", "Merchant") of the Services and visual or verbal information ("Content") provided by Foodcaching or LightVantage ("Us," "Our," "We"), its users ("User Content", "User Generated Content", "Merchant Generated Offers") or partners from whom we may license data or content ("Offers", "Partner Content" or "Third Party Content"), including but not limited to the Foodcaching website at <http://www.foodcaching.com>, the info@foodcaching.com email address and the mobile applications branded as and created by Foodcaching, you are agreeing to be bound by the following Terms and Conditions ("Terms of Service" or "Terms").

You are responsible for any consequences of violating these terms

You agree that you are solely responsible for any breach of your obligations under the Terms and for the consequences (including any loss or damage which Foodcaching may suffer) of any such breach. If you have created an Account or contributed Offers or Content ("Your Content") to Foodcaching, you recognize that violation of these Terms may result in termination of your account and loss of access to Your Content contributed to Foodcaching.

The failure of Foodcaching to exercise or enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

We may modify these terms without explicit notice

These Terms of Service apply to all current features and to new features that are added to the existing Service.

Foodcaching reserves the right to modify these Terms of Service without explicit notice. Continued use of the Service after any such changes shall constitute your consent to such changes. You are responsible for reviewing our current Terms of Service at <http://www.foodcaching.com/terms>.

The Terms of Service and Privacy Policy, which can be found at <http://www.foodcaching.com/privacy>, constitutes the entire agreement between you and Foodcaching and govern your use of the Service, superseding any prior agreements between you and Foodcaching (including, but not limited to, any prior versions of the Terms of Service).

Offers and Content

Offers and content may not be accurate, use at your own risk

Because Foodcaching relies on Merchant and User Generated Content, Third Party Offers and links to Third Party Content, Foodcaching makes no claim of accuracy of any User Generated Content or Third Party Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. User Content and Third Party Content do not represent the advice, views, opinions or beliefs of Foodcaching.

All Content is the sole responsibility of the person who generated that content. We may not monitor or control the Content posted via the Services, and we cannot take responsibility for such Content.

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of such websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Foodcaching. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Content and offers may be protected by copyright laws

Content presented to you as part of the Service may be protected by intellectual property rights which are owned by the person providing that content to Foodcaching (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this content (either in whole or in part) unless you have been specifically told that you may do so by Foodcaching or by the owners of that content, in a separate agreement.

Content and offers may be stored or transmitted by third party vendors

Foodcaching may leverage third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

The technical processing and transmission of the Service, including Your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You are responsible for your mobile carrier's fees

The Foodcaching Service includes certain services that are available via your mobile phone. You are responsible for any fees charged by your mobile carrier for using Mobile Services, including but not limited to data plans and email or SMS messages sent to and received from Foodcaching.

Mapping services

Some of the Service's mapping features are powered by Google Inc., the use of which is also governed by the terms of use located at http://maps.google.com/help/terms_maps.html (or such other URL as may be updated by Google Inc.).

Contributing Content

You may need to create an account and provide accurate information

To create an Account, you may be required to provide information about yourself (such as an email address). You agree that any registration information you give to Foodcaching will always be accurate, correct and up to date. You must not impersonate someone else or provide an email address other than your own. The same rules apply if you decide to access the system by using your Facebook identity.

You are responsible for your account security and activity

You are responsible for maintaining the security of your account and password. We cannot and will not be liable for any loss or damage caused by your failure to comply with this security obligation.

You will be held responsible for all Your Content posted and all activity that occurs under your account.

Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You are responsible for whatever you post and may not be able to take it back.

You are responsible for your use of the Services, for any content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

By submitting or posting Content to Foodcaching, while you retain intellectual property rights to Your Content, you understand that you may not be able to remove or edit your content within Foodcaching. While we will make a reasonable effort to enable you to edit or remove content, the public, indexed nature of Foodcaching makes it impossible to guarantee that content can be removed or changed entirely.

Only contribute real offers and content that's yours

All content posted on the Service must comply with U.S. copyright law. You represent and warrant that (i) you own or otherwise possess all rights to Use your User Submissions; (ii) you have the permission to Use the name and likeness of each identifiable individual person and to Use such individual's identifying or personal information; (iii) you are authorized to grant all of the rights described in the Foodcaching Terms of Service; and (iv) the use of your User Submissions as contemplated by this Agreement will not infringe or violate any intellectual property, privacy, publicity, contract or other rights of any person or entity.

If you do not have the right to submit Content for such use, it may subject you to liability. Foodcaching will not be responsible or liable for any use of your Content by Foodcaching in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Your content always belongs to you

We claim no intellectual property rights over the material you provide to the Foodcaching service. You retain copyright and any other rights you may rightfully hold in any Content which you submit, post, or display on or through the Service. Content you contribute to Foodcaching remains yours to the extent that you have any legal claims therein.

By contributing it, you grant Foodcaching rights to display and use content and offers

By submitting, posting or displaying Content on or through the Services, you grant Foodcaching a worldwide, non-exclusive, perpetual, irrevocable, fully paid, royalty-free license (with the right to sublicense and transfer) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed) in connection with the Foodcaching Service or promotional materials. Foodcaching may, but need not, attach any rights of attribution or moral rights to the contributed Content.

Your content may be modified

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. Additionally, your Content may be modified in order to meet quality guidelines in user experience such as correcting misspellings, removing profanity or meet editorial standards as defined by Foodcaching.

You are at least 13 years of age

To access certain features of the Service and to contribute Your Content to Foodcaching, individuals 13 years of age or older may create an Account of behalf of themselves or a business. You must be 13 years of age or older to create an account at Foodcaching.

You may encounter inappropriate content

By accessing the Service or following links to third-party websites you may be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. While Foodcaching does not endorse and reserves the right to remove such Content, you acknowledge and agree that Foodcaching cannot be responsible for such Content and that you nonetheless may be exposed to such materials.

Removal of Content and Account Termination

We reserve the right to remove content and accounts

Foodcaching, in its sole discretion, has the right to remove content and suspend, terminate or deactivate your account at any time, without notice and without liability, for any reason, including but not limited to violation of Terms of Service, infringing on Intellectual Property and inactivity. We reserve the right to reclaim any username created by a Foodcaching user on behalf of businesses or individuals that hold legal claim or trademark on that username.

We reserve the right to monitor and review Your Account, Your Content and your activity for compliance with these Terms of Service. We may terminate or suspend your account or ability to use the Service if you breach the Terms of Service, and we may remove any Content that unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Foodcaching customer, employee, member, or officer may result in immediate account termination.

You may deactivate your account, but contributed content may remain

You may request to deactivate your account at any time by contacting Foodcaching. If you deactivate your account, we will use commercially reasonable efforts to stop displaying your profile on the Service, but may continue to display Your Content, particularly as it involves others (e.g., if you rated a menu item that other users have commented on and augmented).

Access to your content is not guaranteed

Termination, suspension or deactivation could prevent you from accessing your account, the Service, Your Content, Service Content, or any other related information. Upon termination, suspension or deactivation, you retain ownership of Your Content you've contributed or created, but access to Your Content within Foodcaching may be restricted. We have no obligation to retain or provide you with copies of Your Content. You are responsible for backing up and archiving your content.

Copyright Notification Process

We care about legitimate copyright infringement

It is Foodcaching's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

To file a claim of infringement, please use the format suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Web Service) to send a notice -- including (1) the location of the copyrighted work described in sufficient detail so that we may find it on the Service, (2) a link to the original location of the content in question, (3) adequate contact information for us to contact you promptly (phone number and email address is preferred), (4) the statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law. I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed," and (5) a digital or physical signature -- to the following address:

Foodcaching
Attn: Copyright Infringement
P.O. Box 3324
Redmond, WA 98102
Email: info@foodcaching.com

Be aware that if you materially misrepresent that a product or activity is infringing your copyrights, you may be liable for any damages (including costs and attorneys' fees). If you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Illegal Uses

Do not use the Service for any illegal purposes

You agree that you will not, and will not assist or enable others to:

- Use the Service to submit or transmit pornography or illegal content;
- Use the Service to share photos of people without their permission;
- Use the Service to solicit personal information from minors or to harm or threaten to cause harm to minors;
- Use the Service to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Service;
- Use the Service to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- Use the Service in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting skill reviews;
- Use the Service for keyword spamming or to otherwise attempt to manipulate natural search results;
- Use the Service to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Use the Service for any illegal or unauthorized purpose (international users agree to comply with laws in their jurisdiction regarding online conduct and acceptable content);
- Use the Service in violation of the Terms of Service.

Do not violate the Service or its security

You agree that you will not, and will not assist or enable others to:

- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized by Foodcaching;
- Decipher, decompile, disassemble, reverse engineer or otherwise attempts to derive any source code or underlying ideas or algorithms of any part of Foodcaching;
- Transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- Remove or modify any copyright, trademark or other proprietary rights notice on the Service or on any materials printed or copied off of the Service;
- Record, process, or mine information about other users;
- Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Service or any Service Content except as permitted by robots.txt;
- Modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service;

- Take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on Foodcaching's technology infrastructure;
- Access (or attempt to access) any of the Service through any automated means (including use of scripts or web crawlers);
- Engage in any activity that interferes with or disrupts the Service;
- Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- Use the Service to violate the security of any computer network, crack passwords or security encryption codes;
- Access, tamper with, or use non-public areas of the Services, Foodcaching's computer systems, or the technical delivery systems of Foodcaching's providers;
- Forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Service Content, or features that enforce limitations on the use of the Service.

Copyrights and Trademarks

Trademarks and the site design belongs to Foodcaching™

Unless you have agreed otherwise in writing with Foodcaching, nothing in the Terms gives you a right to use any of Foodcaching's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

The look and feel of Foodcaching is copyright © 2010-2011 Foodcaching. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Foodcaching.

Foodcaching and the Foodcaching wordmark are trademarks of Foodcaching.

Feedback and Dissatisfaction

Feedback is welcome, but we cannot offer other recourse

If you are dissatisfied with the Service, please provide feedback through the provided feedback mechanisms or send email to info@foodcaching.com. Your only other remedy with respect to any dissatisfaction with (i) the Service, (ii) the Terms of Service, (iii) any policy or practice of

Foodcaching in operating the Service, or (iv) any content or offer transmitted through the Service, is to terminate the Terms of Service and your account.

Disclaimer of Any Warranty

We can change or discontinue the Service at any time

Foodcaching reserves the right to modify, update, place limits on, charge for or discontinue the Service or aspects of the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.

We make no promises

You expressly understand and agree that your use of the Service is at your sole risk and that the Service is provided "AS IS" and "AS AVAILABLE." in particular, Foodcaching does not represent or warrant to you that:

- Your use of the Service will meet your requirements or needs;
- Your use of the Service will be uninterrupted, timely, secure or free from error;
- Any information obtained by you as a result of your use of the Service will be accurate or reliable, including but not limited to business information and rankings;
- That defects in the operation or functionality of any software provided to you as part of the Service will be corrected;
- Any content or software available at or through Foodcaching is free of viruses or other harmful components.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from Foodcaching or through or from the Service shall create any warranty not expressly stated in the terms.

Foodcaching further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

Limitation of Liability

Our liability is limited

You expressly understand and agree that Foodcaching and its licensors shall not be liable to you for:

1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or Services, or other intangible loss;
2. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - Inaccurate information
 - Communications or dealings with any of the business or users of the Service
 - Any changes which Foodcaching may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service);
 - The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Service;
 - Your failure to provide Foodcaching with accurate account information;
 - Your failure to keep your password or account details secure and confidential;
 - Any bugs, viruses, trojan horses, or the like (regardless of the source of origination);
 - Any loss of data or damage to your computer from viruses that may be downloaded to your computer in the course of using the Service.

Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations shall apply to you to the fullest extent permitted under applicable law.

The limitations on Foodcaching's liability to you shall apply whether or not Foodcaching has been advised of or should have been aware of the possibility of any such losses arising.

Foodcaching's maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to the greater of (i) the amount paid, if any, by you to Foodcaching in connection with the Service in the 6 months prior to the action giving rise to liability or (ii) US \$100.00.

Indemnity

You agree to defend, indemnify and hold harmless Foodcaching and its subsidiaries, agents, managers, partners, and other affiliated companies, and their employees, contractors, agents, officers and directors, 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 Service, including any data or content transmitted or received by you; (ii) your violation of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of Israel or any other country; (v) any claim or damages that arise as a result of any of Your Content or any that is submitted via your account; (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (vii) your use the Service to meet another user in-person or to locate and/or visit any offline place or event.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Nevada without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Douglas County, Nevada, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.