

Terms and Conditions

Terms of Use

Your use of LocalPaper.com (the "Portal") is governed by the following terms and conditions ("Terms of Use" or "Terms"), as well as the LocalPaper.com LLC ("LocalPaper") Privacy Policy, Indemnification Terms below and other operating rules, minimum qualifications and cautions posted throughout the Portal or presented to you individually during the course of your use of the Portal (collectively, the "Terms"). The Terms govern your use of the Portal and LocalPaper reserves the right to update or replace the Terms any time without notice and you are advised to review the Terms for any changes when you visit the Portal even if you have not received a notification of changes as you are bound by them even if you have not reviewed them. Your viewing and use of the Portal after such change constitutes your acceptance of the Terms and any changes to such terms. If at any time you do not want to be bound by the Terms you should log out, exit and cease using the Portal immediately.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PORTAL AS THEY AFFECT YOUR LEGAL RIGHTS. THESE TERMS CONTAIN A BINDING [ARBITRATION AGREEMENT](#) WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT [LIMIT OUR LIABILITY](#) TO YOU.

BY ACCESSING OR USING THE PORTAL, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

Intended Use of Portal

LocalPaper provides a marketplace that brings together prospective investors and borrowers ("Borrowers") seeking capital and or loans ("Loans").

LocalPaper is not a broker-dealer or placement agent. At no time does LocalPaper offer, broker, advise, purchase, sell or otherwise transact in securities regulated by the SEC or federal or state law. LocalPaper does not accept, hold or transfer cash or securities. LocalPaper does not guarantee that a Borrower seeking investment will achieve any level of success or that any proposed offering will qualify under applicable federal and state securities laws.

LocalPaper is not a personal financial advisor. LocalPaper, whether through the Portal or otherwise, does not provide personal financial advice, banking, consumer credit ratings, credit decisions, financial products, brokerage accounts, insurance, tax advice, legal advice, or financial or legal services of any kind. Even if featured on the Portal, unless expressly stated otherwise, LocalPaper does not provide endorsement to or for any Borrower, advisor/Company seeking Loans and or capital or investment opportunity.

LocalPaper does not guarantee any results to anyone. All users of the Portal are responsible for making their own decisions to use the Portal and for any activity taken on the Portal, including without limitation registering, posting information about themselves and or their Company and any proposed financing, reserving an investment, making an investment or otherwise.

User Registration

You may browse the Portal without being a registered user, however, certain features are only accessible to registered users. If you are accepting the Terms on behalf of an organization or entity, rather than in an individual capacity, you represent and warrant that you are authorized to accept the Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

Only real persons at or above the age of 18 may register for an account and use the Portal. Registering for an account on the Portal creates no commitment or obligation on the registered user to make any investment or seek any investment. All information you provide to the Portal must be truthful, accurate and complete in all material respects.

Our registration process may use third-party validation technology, including those provided by third-party social media sites, Accredited Investor Verification, Anti-Money Laundering and Know Your Customer reviews to attempt to confirm your qualification to use the Portal. LocalPaper may reject any application to register an individual or an organization or entity for failure to achieve validation through available methods or otherwise meet LocalPaper's registration requirements.

Your registration and the use of any third-party site is subject to the terms and conditions and policies of such sites and LocalPaper is not responsible or liable for any harm resulting from the use or misuse of those sites, including when such harm could or does affect your account on this Portal or use of the Portal. If you wish to disconnect your Portal account from your validation account, please following instructions provided on the Portal or contact our customer service.

Registered Account Obligations

The named registered user of an account is the only person that may use the account and it may not be transferred to anyone else. If you are a control person on a Company page, you may transfer responsibility for the page to another individual by contacting customer service. If you represent a firm considering or managing an investment on the Portal or providing advisory services, your replacement representative must register for his/her own account and establish any links from that account that may be available on the site to the firm.

You are responsible for maintaining the confidentiality of your user name and password and to periodically change your password to maintain security. If you have concerns that your user name or password may have been compromised and suspect that unauthorized access to your account or the Portal has occurred, you must immediately contact LocalPaper's customer service through a secure method (which may not be through your Portal account).

Content Use Limitations

Your use of the Portal and its videos, webinars, images, infographics, alerts, text, articles, assessments, checklists, forms, ratings, design, data, source code, analytics, photos, software, trademarks, copyrights, and other information ("Content") may only be used for the lawful and intended purposes expressly authorized by LocalPaper. If you access this Portal from outside the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction, as well as any restrictions that you may be subject to by a department of the United States government.

Any misuse or unauthorized use of the Portal and its Content, or other violations of the Terms may violate Applicable Law (see below), including without limitation SEC regulations and applicable state securities laws, copyright laws (including the Digital Millennium Copyright Act), trademark laws, the laws of privacy, laws of publicity, identity theft and communications statutes and regulations, in which case LocalPaper is authorized to terminate your account and access to the Portal at any time and without notice and report you to the appropriate authorities and other interested parties, such as a claimed intellectual property owner. See our Privacy Policy for more information.

Intellectual Property Rights

LocalPaper or its licensors own all of the Content and the features, and functionality of the Portal. LocalPaper or its licensors also own the copyrights, trademarks, service marks, trade names and other intellectual and proprietary rights throughout the world associated with the Portal and the Content, which are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You do not acquire any right, title or interest in any Content by accessing or using the Portal. Any rights not expressly granted herein are reserved.

On the condition that you comply with these Terms, LocalPaper grants you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicenseable license and right to access and use the Portal for your own personal, non-commercial use. Any other use of the Portal is strictly prohibited, and a violation of these Terms. LocalPaper reserves all rights not expressly granted in these Terms, including, without limitation, rights of title, ownership, intellectual property, and all other rights and interests in the Portal, and all related items, including, without limitation, all rights in the Portal as a collective work. LocalPaper may revoke or terminate the license granted above in its sole discretion, at any time. Without limiting the generality of the foregoing, we may revoke or terminate the license if you: (i) breach any obligation in these Terms or in any other agreement between you and us, (ii) violate any policy or guideline

applicable to the Portal or Content, or (iii) use the Portal or the Content other than as specifically authorized in these Terms, without our prior written permission.

Prospective Investor Accounts

Any person or entity that is considering making or makes a reservation of investment does so at his or her own risk. All investment carries risk that you may lose some or all of your investment. No Content on the Portal is a replacement for performing your own due diligence, exercising good judgment and seeking financial, investment, tax or legal advice from qualified and licensed professionals with knowledge of your personal circumstances. Any registered financial, legal or tax representatives or firm working for or with LocalPaper or communicating with you or users in general through the Portal are not your personal advisors and do not have knowledge about your personal circumstances and anything they post is for informational purposes only and may not be accurate to your situation and you agree that you shall not rely on Content on the Portal in making personal decisions about an investment or the potential legal, tax or financial consequences of such investment. You are encouraged to seek personal professional advice from qualified and licensed professionals.

You are solely responsible for your investment decisions. While you may be asked about your identity, individual financial circumstance and investment experience and sophistication during your engagement with the Portal, LocalPaper and its advisors and vendors are not responsible to verify the veracity of the information that you provide even if you certify to its truth or undergo a suitability review. Whether you are an "Accredited Investor", as such is defined under securities law, or a non-accredited investor, or an institutional investor, LocalPaper and the Companies seeking investment are relying on your representations with respect to your investment experience, your financial status and your eligibility to invest. You may, further, be held personally liable for your fraud, negligence and other bad acts that may result from any false representations you make.

Investing Is at Your Own Risk

Content is provided for educational purposes only and shall not be construed as professional advice. LocalPaper is not responsible for pre-screening, policing, editing or monitoring Content posted to the site by users. Because Content only provides general coverage of the subject area without considering your individual financial situation or complexities in the law that might apply to you, before acting on any Content you should consult with a competent professional who can advise you about your specific financial objectives. Any action you take on Content or because of using this website is at your own risk.

You are solely responsible for using your own judgment in using the Portal, including deciding which financial professional to hire and what products and services you may use and purchase. You are solely responsible for your selection of any advisor or investment, even if the advisor or Company seeking investment was featured as a sponsor of Content. Companies seeking investment, investors and advisors on the Portal are solely responsible for the information they provide on this website and to you, and for the services and products they provide. LocalPaper is not responsible for the conduct of any third party and shall not be liable to any damages or costs of any type arising out of or in any way connected with your use of such services and products.

You may lose all the money you invest on the Portal. If you cannot afford to lose all of your investment, you should not invest.

Termination of Account

LocalPaper may suspend or terminate your account and your ability to use the Portal at any time for any lawful reason and LocalPaper accepts no liability for any harm that may be caused, directly or indirectly, by such suspension or termination.

Use of the Portal and Content

You may use the Portal only for lawful purposes and in accordance with these Terms. You agree that you will not:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Portal any content that is offensive, unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, disingenuous, libelous, defamatory, tortious, vulgar, obscene, hateful, pornographic or profane, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising, content or activity that constitutes anti-competitive collaboration or antitrust violations, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise

to civil liability, or otherwise violate any law;

- Post to or transmit through the Portal any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Portal;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Portal, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Portal;
- Disseminate on the Portal any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Portal;
- Interfere in any manner with the operation or hosting of the Portal or monitor the availability, performance, or functionality of the Portal;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Portal or to collect any information from the Portal or any other user of the Portal; or
- Remove or modify any copyright or other intellectual property notices that appear on the Portal;
- Use the Portal in any way that is unlawful, harms LocalPaper's business, service providers, licensors, representatives or any other user, or breaches any policy or notice on the Portal;
- Link to or from the Portal to or from any third-party website that may portray us in a misleading, derogatory or otherwise defamatory manner or which may contain any material that is unlawful, harmful, fraudulent, tortious, vulgar, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising; or
- Assist, encourage, or permit any persons in violating these Terms or other applicable laws or rules governing the use of the Portal.

You agree that the Content cannot be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means without the express advance written consent of an officer of LocalPaper or the applicable licensor. You may not modify, participate in the sale or transfer of, or create any derivative works based on any part of all of the Content. Using Content, including by linking, framing, or mirroring for any purpose, is prohibited without the express advance written consent of an officer of LocalPaper.

Opinions expressed, or material appearing, on this website are not shared or endorsed by LocalPaper and LocalPaper should not be regarded as the publisher of such opinions or material. Please be aware that LocalPaper is not responsible for the privacy practices, or Content, of third parties. Evaluate the security and trustworthiness of any other site connected to the Portal and any advisor you access through this Portal before disclosing any personal information to them. LocalPaper will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your interactions with third parties.

All licensors of Content warrant to LocalPaper that they have full rights to share the Content on the Portal and with LocalPaper and any other user of the Portal.

Content Submitted by You

You are responsible for any information, text, posts, images, videos or other materials or content that you post on the Platform, upload to us, or transmit through the Platform ("**User Content**"). By posting Content on the Portal, you represent and warrant that you have all necessary rights to make the Content available on the Portal and acknowledge that all postings on the Portal are not confidential and are available for public viewing. You further agree, represent and warrant that any User Content you post on the Portal is truthful, accurate, not misleading and offered in good faith. You shall not upload, post or otherwise make available on or through the Portal any User Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright,

trademark, proprietary rights, or any other harm resulting from such User Content.

Even if such User Content or activity does not violate Applicable Law, you are prohibited from posting or transmitting any material on or through the Portal that, in LocalPaper's sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane, constitutes anti-competitive collaboration or antitrust violations, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. LocalPaper will fully cooperate with any law enforcement authorities or court order requesting or directing LocalPaper to disclose the identity of anyone posting any such information or materials on the Portal.

LocalPaper may, but is not required to, suspend or terminate any user and remove their User Content if LocalPaper has reasonable grounds to believe that the registration and any User Content is untrue, inaccurate, not current or incomplete. LocalPaper does not validate the information for accuracy or ownership rights or whether it is current. LocalPaper expressly disclaims any responsibility and all warranties of accuracy, truthfulness and completeness of the information posted.

By submitting User Content to us directly or indirectly (including through any use of third party social media platforms directed at us), you grant to us (or warrant that the owner of such information and material has expressly granted to us) a royalty-free, perpetual, sublicensable, irrevocable, and unrestricted right and license: (i) to use, reproduce, display, modify, adapt, publish, perform, translate, transmit and distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide; (b) to incorporate such User Content in other works in any form, media, product, service or technology now known or hereafter developed for any purpose, including sale, manufacture or advertising (and to exercise all intellectual property rights associated with such products or other works); and (ii) to use your name, screen name, location, photograph, avatar, image, voice, likeness and biographical information provided in connection with the User Content in any and all media and for advertising or promotional purposes. You also hereby grant each user of the Portal a non-exclusive license to access your User Content through the Portal, and to tag, rate, review, comment on, use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Portal and under these Terms. Additionally, you irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of your User Content that you may have under any applicable law or legal theory. Notwithstanding the foregoing, please note that any personal information you submit to us will be handled in accordance with our [Privacy Policy](#).

Copyright Infringement Notices

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("**DMCA**"). This section describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any Content on the Portal infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the "**Designated Agent**"), identified below, with the following information:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
2. The URL or other specific location on the Portal that contains the alleged infringing material described in (a) above, with reasonably sufficient information to enable us to locate the alleged infringing material;
3. Your name, mailing address, telephone number and email address;
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf

Designated Agent: Designated Agent, LocalPaper.com
Email: info@localpaper.com

Address: 520 South Dixie Highway, #435, Hallandale, FL 33009 US
Phone: 1-800-237-2170

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
2. Your name, mailing address, telephone number and email address;
3. The following statement: "I consent to the jurisdiction of [insert one of the following: (1) "the Federal District Court in which my mailing address is located", or (2) if you reside outside of the United States, "the United States District Court for the Southern District of Florida";
4. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
5. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
6. Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Site.

Availability of Portal

LocalPaper does not warrant the Portal, its Content or any services provided or offered on the Portal or any Content or services you obtain through your use of the Portal will be uninterrupted, timely, or virus or error free. LocalPaper and its advisors do not guarantee that any financial, legal, tax or other professional you may require will be available or meet your expectations or be able to address all issues you may raise or require. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Portal or the rights or use and enjoyment of the Portal by any other person or entity in any manner. By using the Portal you release LocalPaper, its employees, contractors, advisors, vendors, agents, and affiliates against any and all loss, damage, and claims, in whatever manner, howsoever caused arising from or related to your use of the Portal and any advisor you retain or rely on or any investment decision you may make.

Disclaimers, Exclusions, and Limitations of Liability

THE PORTAL AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND USE OF THE PORTAL IN ANY MANNER IS SOLELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LOCALPAPER DOES NOT GUARANTEE, AND EXPRESSLY EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PORTAL AND ITS CONTENT AND PROFESSIONAL SERVICES, WHETHER PROVIDED BY LOCALPAPER, OUR AFFILIATES, OUR CUSTOMERS, COMPANIES SEEKING INVESTMENT, ADVISORS, INVESTORS OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES, ERRORS, OR OMISSIONS IN THE PORTAL, ITS CONTENT, FINANCIAL ADVICE, AND/OR MARKETING MATERIALS.

LOCALPAPER SHALL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE, DELAY, OR UNAVAILABILITY OF THE PORTAL AND ITS CONTENT, INCLUDING LOSS OF MONEY, INABILITY TO CONCLUDE AN INVESTMENT, SUSPENSION OR TERMINATION OF YOUR ACCOUNT AND FOR

ANY DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS, PROGRAMS, AND THE DATA THEREON. UNDER NO CIRCUMSTANCES WILL LOCALPAPER OR ITS AFFILIATES, ADVISORS AND VENDORS BE LIABLE FOR ANY DAMAGES, INCLUDING GENERAL, SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT, TORT, OR NEGLIGENCE ARISING OR RELATING IN ANY WAY TO THE USE OR INABILITY TO USE BY ANY PARTY OF THE PORTAL, THE CONTENT, OR ANY THIRD-PARTY WEBSITE THAT IS LINKED TO BY THE PORTAL, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES.

LOCALPAPER SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY PORTAL USER. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PORTAL IS TO STOP USING THE PORTAL. IF USING MATERIALS FROM THE PORTAL RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS; AND, IF ANY OR ALL THE FOREGOING PARAGRAPHS ARE FOUND TO BE INVALID, IN WHOLE OR IN PART, YOU AGREE THAT OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO COMPENSATORY DAMAGES AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

By registering with the Portal, you hereby agree to indemnify, defend and hold LocalPaper, shareholders, investors, officers, directors, employees, consultants, advisors, service providers, suppliers, vendors, advertisers, agents ("Related Parties") and its affiliates and their Related Parties from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; (ii) your activities in connection with the Portal; or (iii) the User Content or other information you provide to us through the Portal. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it..

International Users

. LocalPaper makes no representation that the Portal is operated in compliance with the laws of any nation but the United States. If you are located outside the United States, you view this website and access the Portal at your own risk and initiative. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence.

No Offers or Solicitations

This Portal and the Content posted on it or made available through it shall not constitute an offer or solicitation and may not be treated as an offer or solicitation: (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; or (iii) if the person making the offer or solicitation is not qualified to do so. Any securities that may be offered on the Portal can only be marketed in certain jurisdictions.

Disputes, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to these Terms, other agreements on the Portal or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Miami – Dade, Florida before one arbitrator or submitted to small claims court in Miami – Dade, Florida. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to these Terms shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of these Terms, including Rules 16.1 and 16.2 of those Rules.

No Class Actions: YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim (“Notice”). The Notice to us must be addressed to: Localpaper.com - 520 South Dixie Highway, #435, Hallandale, FL 33009 If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US \$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing: If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator’s decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award: In the event arbitration awards you damages of an amount at least \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500, whichever is greater.

Injunctive Relief: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of these Terms unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Governing Law and Rules: These Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. The parties acknowledge that these Terms evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to these Terms, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of these Terms) with respect to any final award in an arbitration arising out of or related to these Terms.

Severance of Arbitration Agreement: If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying or otherwise describing the arbitration agreement shall be severed from these Terms. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

Waiver

Failure of LocalPaper to insist upon strict performance of any provision of the Terms or the failure of LocalPaper to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not affect the validity of the Terms, or any part, or LocalPaper's right to enforce each and every provision. If any of the Terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from the Terms and the remaining Terms will continue to apply.

Termination

These Terms are in effect until terminated by you or us. We may terminate these Terms by notifying you using any contact information we have about you or by posting such termination on the Portal, including in your account. You may terminate these Terms by providing written notice of termination, including your detailed contact information and any account information or other Portal credentials, to us using the information in the section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Portal or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of these Terms concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Portal and all copies thereof; (ii) you will immediately cease all use of and access to the Portal; (iii) we may delete or disable access to any of your User Content at any time; (iv) and we may delete your registered user account at any time. You agree that if your use of the Portal is terminated pursuant to these Terms, you will not attempt to use that Portal under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Portal after termination will be a violation of this Section, which survives any termination.

Even after the termination of these Terms or of your account or access to the Portal, any User Content you have posted or submitted may remain on the Portal indefinitely.

Contact Information

If you have any questions about these Terms, please contact us at: info@localpaper.com.