

RATEABIZ TERMS OF SERVICE

In addition to the terms and conditions set forth in the Web.com [Master Service Agreement](#), [Terms of Use](#), [Acceptable Use Policy](#) and [Privacy Policy](#), the following additional terms and conditions (collectively, "Terms") shall apply to any and all types of access and usage of the RateABiz website ("Site"). By accessing or using the Site, you are agreeing to these Terms and entering into a legally binding agreement with Web.com. If you do not agree to all of the Terms, please do not use the Site. Web.com may from time to time modify or revise the Terms by updating this Web page without notice to you. Your use of our Site following any such change constitutes your agreement to follow and be bound by the updated Terms. If any change is unacceptable to you, your only recourse is to terminate your use of the Site.

DEFINITIONS

1. Parties

"You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. "We," "us," and "our" refer to Web.com.

2. Content

"Content" means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as ratings, reviews, compliments, messages, and information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site. "RateABiz Content" means Content that we create and make available in connection with the Site. "Third Party Content" means Content that originates from parties other than RateABiz or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and RateABiz Content.

CONTENT

1. Responsibility for Your Content

- a. You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by us.
- b. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates 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; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation. You acknowledge and agree that we are not responsible or otherwise liable for Your Content.

2. Our Right to Use Your Content

- a. We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other parties to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against RateABiz and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

3. Ownership

- a. As between you and us, you own Your Content but we may use it as described above. We own the RateABiz Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Site Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with the RateABiz Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the RateABiz Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the RateABiz Content are retained by us.

4. Advertising

- a. We and our licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

5. Miscellaneous

- a. Your Content and User Content does not necessarily reflect our opinion. We, and our business partners that are the subject of Your Content and the User Content, reserve the right to remove, screen, edit, or reinstate Your Content and User Content from time to time at our sole and unilateral discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe it violates our Terms. We have no obligation to retain or provide you with copies of Your Content or User Content, nor do we guarantee any confidentiality with respect to Your Content or User Content.

RESTRICTIONS

We are under no obligation to enforce these Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated these Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

1. You agree not to, and will not assist, encourage, or enable others to use the Site to:

- a. Violate our Terms, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
 - b. Violate any third party's rights, 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;
 - c. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
 - d. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, unless otherwise expressly permitted by us;
 - e. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
 - f. Solicit personal information from minors, or submit or transmit pornography; or
 - g. Violate any applicable law.
2. You also agree not to, and will not assist, encourage, or enable others to:
- a. Violate the terms and conditions of the Terms;
 - b. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by us;
 - c. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
 - d. Reverse engineer any portion of the Site;
 - e. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
 - f. Record, process, or mine information about other users;
 - g. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
 - h. Reformat or frame any portion of the Site;
 - i. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on RateABiz's technology infrastructure or otherwise make excessive traffic demands of the Site;
 - j. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
 - k. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
 - l. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
 - m. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or

- n. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.
3. The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

INFORMATION WE COLLECT AND HOW WE USE IT

We may collect and store information about you when you use the Service. Here are the types of information we gather:

1. **Public Content:** The information that you contribute through the Service is intended for public consumption, including your reviews. We may display this information through the Service, share it with businesses, and further distribute it to a wider audience through third party sites and services.
2. **Activity:** We may store information about your use of the Service, such as your search activity, the pages you view, the date and time of your visit. We also may store information that your computer or mobile device provides to us in connection with your use of the Service, such as your browser type, type of computer or mobile device, browser language, IP address, mobile carrier, phone number, unique device identifier, advertising identifier, location (including geolocation, beacon based location, and GPS location), and requested and referring URLs. You may be able to disallow our use of certain location data through your device or browser settings, for example by disabling "Location Services" for the RateABiz application in iOS privacy settings.
3. **Business Transfers:** We may share information from or about you with our parent companies, subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honor the [Privacy Policy](#). If another company acquires RateABiz or all or substantially all of our assets, that company will possess the same information, and will assume the rights and obligations with respect to that information as described in the [Privacy Policy](#).
4. **Businesses on RateABiz:** We may share information from or about you (such as your age and gender), your devices, and your use of the Service (such as which businesses you bookmark or call) with businesses listed on RateABiz. Additionally, if you make a phone call to a business through or in connection with your use of the Service, we may share information about your call with the business that the business would have received had you called them directly, such as the date and time of your call and your phone number. You may be able to limit our ability to collect and share your phone number through your phone's settings or phone service provider.
5. **Investigations:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure (a) is reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (b) is helpful to prevent, investigate, or identify possible wrongdoing in connection with the Service; or (c) protects our rights, reputation, property, or that of our users, affiliates, or the public. If you flag or otherwise complain to RateABiz about content through the Service, we may share the substance of your complaint with the contributor of that content in order to provide an opportunity for the contributor to respond.

CONTROLLING YOUR PERSONAL DATA

Other users may be able to identify you, or associate you with your account, if you include personal information in the content you post publicly. You can reduce the risk of being personally identified by using the Service pseudonymously, though doing so could detract from the credibility of your contributions to the Service.