

Ten Thousand Coffees Terms of Service

Effective through August 31, 2015

Redwood Strategic Inc. d/b/a Ten Thousand Coffees (“Ten Thousand Coffees”/ “we”/“us”/“our”) owns and operates the website www.tenthousandcoffees.com (the “Website”). These terms of service (the “Terms of Service”/“Terms”) together with our [Privacy Policy](#) which is incorporated into these Terms by reference apply to all users and viewers of the Website including individuals, partnerships, corporations or other legal entities (“You”/“Your”/“user”). These Terms govern Your use of the Website in addition to the Services as described below. By using this Website You agree to be bound by these Terms. If You do not agree to be bound by these Terms, then do not use the Website or any of its content or Services. These Terms of Service may be amended or updated by us from time to time without notice. The Terms may have changed since Your last visit to this Website, and it is Your responsibility to review these Terms for any changes. Your use of this Website or the Services after any amendments or updates of these Terms shall signify your acceptance to such amendments or updates.

1. Service Overview

Ten Thousand Coffees facilitates connections between students, recent grads, and young industry professionals (“Novices”) and industry professionals (“Experts”) who are able to share insights and inspire future opportunities. The service facilitates meeting requests between Novices and Experts (the “Service”).

2. Registration

In order to use the Service as a Novice or an Expert, you must register and create a profile containing your name, user name, password, email, telephone, education, industry, job title, location, social media account(s) photo and a bio. If You are registering for an account as an Expert, we will verify the profile information that You provide to us prior to approving Your account. For example, we may complete an online search using Your name and the name of the company where you are employed to verify the employment information You provide.

3. Setting Up Meetings & Communication With Experts

Once Novices are registered to use the Services, they may search through our database of Experts and send meeting requests. When You send a meeting request to an Expert, you will be asked to answer a few questions pertaining to your interests. The Expert you send a meeting request to will be able to view your profile information as well as the answers that you provided to the questions and will either accept or decline the meeting request. If the Expert is unable to fulfill the meeting request, we will attempt to provide You with suggestions of other Experts who may be of interest to You.

4. Password Security

You are responsible for protecting Your password and you agree to keep Your password secure. You are solely responsible for any activity that occurs through the use of Your account or under Your user name whether authorized or not. It is Your responsibility to notify Ten Thousand Coffees if Your password is lost or if You suspect unauthorized use of Your account has occurred. Failure to do so may result in but is not limited to immediate suspension or termination of Your account.

5. No Endorsement

Experts go through a basic screening process before they join the Website, either through a brief online search aimed at verifying their name and employment information, or alternatively through entering a registration code we provide to companies to allow their employees to register as Experts. However, it is Your sole responsibility to verify whether the qualifications or expertise of any particular Expert meets your interests and requirements when you seek a meeting request. We only facilitate engagement between Novices and Experts and we do not endorse any services offered by Experts. We also cannot oversee the interactions and meetings between Novices and Experts. You therefore acknowledge that if You elect to engage with an Expert or a Novice, such dealings are solely between You and the Expert or Novice and Ten Thousand Coffees shall not have any responsibility or liability for any losses or damages that You may incur as a result of such dealings.

6. Your Conduct

In using the Website or the Service, You shall not:

1. Copy or distribute any part of the Website or Services (including any content) without our prior consent;
2. Alter or modify any part of the Website;
3. Sell products or services that are unlawful in the location at which the content is posted or received;
4. Upload, post, email, transmit or otherwise make available on the Website:
 1. any material that is unlawful, harmful, threatening, abusive, vulgar, pornographic, obscene, defamatory, libelous, harassing, grossly offensive, malicious, hateful, or racially or ethnically objectionable, encourages criminal behaviour, gives rise to civil liability, invasive of another's privacy or infringes or misappropriates the copyright, trademark, proprietary or other intellectual property right of any third party;
 2. any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm other users in any way;
 3. any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 4. any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy;
 5. Impersonate any person or entity or misrepresent their affiliation with a person or entity;
 6. Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

7. Collect or store personal information about any other users except where they have shared such information with You; or
8. Resell the content of the Website, the use of the Website or access to the Website or the content of the Website.

While Ten Thousand Coffees does not routinely monitor accounts and has no obligation to monitor any accounts for violation of these Terms, Ten Thousand Coffees reserves the right to investigate suspected violations. At its sole discretion, if Ten Thousand Coffees finds that the Ten Thousand Coffees Website or Services are being used in a way that violates these Terms, Ten Thousand Coffees may take necessary reasonable action that may include, but is not limited to immediate suspension or termination of Your account and access to the Website and the Services . Ten Thousand Coffees may suspend or terminate your account without notifying You and Ten Thousand Coffees shall not have any liability for such actions taken with respect to violations. Ten Thousand Coffees will co-operate with law enforcement with respect to the prosecution of illegal activities as required by law.

7. Changes to the Service or Website

We reserve the right to alter, suspend, or discontinue this Website and/or the Service at any time and for any reason or no reason. In such cases, we will endeavour to give notice of such changes on the Website. The Website may also be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. We may periodically add or update the information and materials on this Website without notice.

8. Feedback: Website and/or Service

If You provide Ten Thousand Coffees with any suggestions, comments or other feedback ("Feedback") relating to the Website and/or Service, we may use such Feedback in the Website or in any other Ten Thousand Coffees products or services (collectively, "Ten Thousand Coffees Offerings"). Accordingly, You agree that: (a) Ten Thousand Coffees is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to us, (c) Ten Thousand Coffees (including all of its successors and assigns and any successors and assigns of any of the Ten Thousand Coffees Offerings) may freely use, reproduce,

publicize, license, distribute, and otherwise commercialize Feedback in any Ten Thousand Coffees Offerings, and (d) You are not entitled to receive any compensation or re-imbursement of any kind from Ten Thousand Coffees or any of the users of the Website.

9. Feedback: Experts

If You provide any suggestions, comments or other feedback to an Expert, You acknowledge and agree that the Expert may use such feedback in any manner whatsoever. Accordingly, You agree that: (a) the Expert is not subject to any confidentiality obligations in respect to the feedback, (b) the feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the feedback to the Expert, (c) the Expert (including all of its successors and assigns and any successors and assigns) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize feedback in any offerings, and (d) You are not entitled to receive any compensation or re-imbursement of any kind from the Expert or from Ten Thousand Coffees or any of the users of the Website.

10. Links to Third Party Websites & Advertisements

This Website may contain links to other websites and/or third party advertisements for products and services that are not owned or controlled by Ten Thousand Coffees. We are not responsible for the content of any linked websites or advertisements. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any third party website does not imply that Ten Thousand Coffees endorses or accepts any responsibility for the content or use of such website. If You elect to have any business dealings with anyone whose products or services may be advertised on the Website, You acknowledge and agree that such dealings are solely between You and such advertiser and that Ten Thousand Coffees shall not have any responsibility or liability for any losses or damages that You may incur as a result of such dealings.

11. Disclaimer

THE INFORMATION AND MATERIALS PROVIDED ON THIS WEBSITE ARE PROVIDED "AS IS." SPECIFICALLY, BUT WITHOUT LIMITATION, TEN THOUSAND COFFEES DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THIS WEBSITE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, OR (IV) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TEN THOUSAND COFFEES SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. TEN THOUSAND COFFEES DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND TEN THOUSAND COFFEES SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY.

12. Limitation of Liability and Identification

UNDER NO CIRCUMSTANCES SHALL TEN THOUSAND COFFEES, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPEICAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY

INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITE, (II) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY EVEN IF TEN THOUSAND COFFEES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND TEN THOUSAND COFFEES AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY ACTION, CLAIM, DEMAND OR LIABILITY, INCLUDING REASONABLE LEGAL FEES AND COSTS, ARISING FROM OR RELATING TO YOUR USE, ACTS OR OMISSIONS WITH RESPECT TO THE WEBSITE OR THE SERVICES.

13. License Grant

By submitting, posting or displaying content on or through the Website, You grant us a worldwide, non-exclusive, royalty-free license with the right to sublicense) 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). 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.

If You sign-up to use the Website and the Service as an Expert, You grant us a royalty-free right to use, publish, transmit and display the content of Your publicly accessible profile on the Website including Your photograph or image for promotional purposes including promotion on the Website and through our business partners and third party sites.

Ten Thousand Coffees gives You a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Website in accordance with

these Terms. This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services in the manner permitted by these Terms.

14. Termination

Ten Thousand Coffees may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Website or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms, (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the Website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. You acknowledge and agree that all terminations may be made by Ten Thousand Coffees in its sole discretion and that Ten Thousand Coffees shall not be liable to You or any third-party for any termination of Your access to this Website or for the removal of any of the materials uploaded by You to the Website. Any termination of these Terms by Ten Thousand Coffees shall be in addition to any and all other rights and remedies that Ten Thousand Coffees may have.

15. Security

Information sent or received over the Internet is generally unsecure and Ten Thousand Coffees cannot and does not make any representation or warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information.

16. Enforcement of Terms

No failure on the part of Ten Thousand Coffees to exercise, and no delay in exercising any right, power or partial exercise of any right, power or remedy will preclude any other or further exercise thereof or the exercise of any other right, power or remedy by Ten Thousand Coffees. Any waiver of any right or provision by Ten Thousand Coffees must be in writing and shall only apply to the specific instance identified in such writing. No waiver by Ten Thousand Coffees of any provision of these Terms shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to this Website or Your use of this

Website must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

If any provision of these Terms is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision shall be deemed to be severed from the rest of these Terms, and the remaining provisions shall not be affected.

17. Contra Proferentum Rule

Should any provision of these Terms require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

18. Governing Law

The construction, validity and performance of these Terms and the [Privacy Policy](#) will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably agree to attorn to the jurisdiction of the courts of the Province of Ontario.

19. Copyright and Trademarks

This Website, and the information and materials that it contains, are the property of Ten Thousand Coffees and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws.

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