

## TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement") is entered into by and between C.T. Franchising Systems, Inc. ("Franchisor" or "CTFSI"), and ("Franchisee" or "You").

WHEREAS, Franchisor is the owner of certain Web site(s), including, among others, [www.ctbids.com](http://www.ctbids.com), and [seller.ctbids.com](http://seller.ctbids.com) (collectively, the "Web Site") that it may make available for use by You in connection with the operation of your Caring Transitions® franchised business(es) (the "Franchised Business");

NOW, THEREFORE, as a condition of Franchisee's use of the Web site, You agree as follows:

1. You represent and warrant that You will not use the Web Site for any unlawful purpose or in any manner prohibited by Caring Transitions System Standards. By way of example, and not as a limitation, You agree that when using the Web Site, You will not:

Violate any applicable laws or regulations, including privacy laws.

(b) Upload information that contains material protected by intellectual property laws, including without limitation material protected by patent, copyright, trademark, or trade secrets, or by rights of privacy or publicity unless You own or control the rights thereto or have received all necessary licenses and consents.

(c) Send, publish, post, upload, distribute or disseminate any inappropriate, threatening, abusive, profane, defamatory, infringing, obscene, indecent, or otherwise objectionable materials, or any materials which encourage conduct that would constitute a criminal offense, give rise to civil liability, or violate any law.

(d) Harass, abuse, threaten or otherwise violate any legal rights of others.

(e) Attack, ridicule, denounce, impugn a person's character, or impute immoral or dishonorable attributes to members on the basis of race or ethnicity, gender, age, religion, national origin, sexual orientation, or disability.

(f) Upload viruses, corrupted files or any other software or information that may damage the operation of another's computer or network.

(g) Use the Web Site for any unapproved purpose.

(h) Reproduce, re-transmit, or re-present in any form, in whole or in part, any content, programming code, images or graphics without express written permission of CTFSI.

(i) Use any meta tags or any other "hidden text" utilizing the names or trademarks without Franchisor's prior written consent; or

(j) Without limiting the generality of the other restrictions set forth herein, access, monitor or copy any content or information of the Web Site using any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process for any purpose.

(k) Payment Processing Requirements

- To conduct sales on CTBIDS, Franchise Owner must apply and be approved by the Caring Transitions/CTBIDS payment processor.
- Franchise Owner must be able to supply all legal documents required by the Caring Transitions/CTBIDS payment processor upon request. Failure to do so may result in the inability to conduct sales on CTBIDS.
- Caring Transitions has no access to the Franchise Owner's account with the payment processor.
- Franchise Owner accepts full responsibility for maintaining the payment processor account and ensuring it is in good standing with payment processor.
- Payment processor has the right to hold funds for 21 days if there is a dispute/limitation on the Franchise Owner account.

(i) System Outages

- Caring Transitions will make its best efforts to provide Websites and Services available in an uninterrupted manner to the user. However, the Websites and Services may be subject to downtimes and/or may not be available temporarily due to scheduled maintenance activity initiated by Caring Transitions and such scheduled maintenance activity may allow for communication to the user by official communication. In addition, Caring Transitions Websites and Services may be unavailable due to unscheduled outages and/or for other causes beyond Caring Transitions' reasonable control and for such unscheduled outages, prior notice will not be provided by Caring Transitions.

(m). Credentials

- Franchise Owner will be given access to Websites and Services and as a result will have login credentials. Sharing login credentials is strictly prohibited.

(n) Cyber Security

- Cyber Security is the protection of systems, networks, and data to prevent cybercrime. Caring Transitions has used reasonable efforts to implement and maintain information security, cyber security and data protection controls, policies and procedures, including oversight access controls, encryption, technological and physical safeguards and business continuity/disaster recovery plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other misuse relating to any information technology systems or services.
- Caring Transitions Cyber Security measures apply to the Caring Transitions Websites and/or Services and do not extend to personal devices leveraged by Franchise Owners or Franchise Owner's employees.
- Franchise Owners are responsible for applying and maintaining security measures on the Franchise Owner personal devices.
- Franchise Owners are responsible for always adhering to good security practices to safeguard their user accounts (i.e., unique password creation, self-education on phishing/spam avoidance).

(o) Content

- Franchise Owners and/or Franchise employees may not Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information on Caring Transitions Websites and/or Services.
- Franchise Owners and/or Franchise employees may not upload files to Caring Transitions Websites and/or Services that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless they own or control the rights thereto or have received all necessary consents.
- Franchise Owners and/or Franchise Employees may not upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

(p) Spam/Phishing

- You may not use Caring Transitions communication tools to send spam or otherwise forward potentially harmful messages via email.

2. Franchisor has no obligation to screen or monitor the Web Site; however, Franchisor reserves the right to review information or materials posted to the Web Site, to remove any such information or materials in its sole discretion, and to use any other forms of information available to Franchisor by virtue of Your use of the Web Site. Franchisor always reserves the right, in its sole discretion, to post, delete, move, edit or to remove any information or materials from the Web Site.

3. At all times the Web site shall remain the sole property of Franchisor. Franchisor has the right to access the Web site, for administrative or any other purpose, at all times. Franchisor reserves the right in its sole discretion to terminate your use of the Web site at any time without notice for any reason whatsoever.

4. Franchisor always reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process, or governmental request.

5. You agree to indemnify Franchisor from and against any and all liabilities, expenses (including without limitation attorneys' fees) and damages arising out of claims based upon your use of the Web site, including without limitation any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other members, and the infringement of intellectual property rights or other rights. Franchisor will notify you of any claim for which Franchisor seeks indemnification and will afford you the opportunity to participate in the defense of any such claim, provided that your participation will not be conducted in a manner prejudicial to Franchisor's interests, as reasonably determined by Franchisor at its sole discretion.

6. FRANCHISOR MAKES NO REPRESENTATIONS ABOUT FRANCHISOR'S WEB SITE, INCLUDING, WITHOUT LIMITATION, THE WEB SITE'S SUITABILITY, RELIABILITY, OR AVAILABILITY. FRANCHISOR PROVIDES THE WEB SITE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FRANCHISOR DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEB SITE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. FRANCHISOR MAKES NO REPRESENTATIONS

OR WARRANTIES REGARDING POTENTIAL CONSUMER TRANSACTIONS OR LEADS THAT MAY BE GENERATED FROM YOUR USE OF THE WEB SITE.

7. YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITE IS TO DISCONTINUE USING THE WEB SITE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES WHATSOEVER SHALL FRANCHISOR BE LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITE, WITH THE DELAY OR INABILITY TO USE THE WEB SITE OR THE WEB SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, MATERIALS, SOFTWARE, PRODUCTS, SERVICES OR GRAPHICS OBTAINED ON OR THROUGH THE WEB SITE, SECURITY BREACHES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ALSO, AND IN PARTICULAR, IN NO EVENT SHALL FRANCHISOR BE HELD LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE INFORMATION PROVIDED ON OR THROUGH THE WEB SITE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE USE OF TECHNIQUES OR PROCEDURES DISCUSSED ON OR THROUGH THE WEB SITE.

8. All provisions of your Caring Transitions Franchise Agreement(s), specifically including the provisions regarding advertising, arbitration, and jurisdiction, shall govern and be fully applicable to this Agreement.