

GOTTAGETTAGURU.COM TERMS OF USE

Effective as of: May 1, 2010

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YOU AGREE TO THE TERMS AND CONDITIONS OF THE GOTTAGETTAGURU.COM PRIVACY POLICY ("PRIVACY POLICY") HEREBY INCORPORATED BY REFERENCE, WHICH DETAILS THE WAYS IN WHICH WE USE PERSONAL INFORMATION THAT BELONGS TO OR IS RELATED TO YOU.

"SITE" DEFINED

The "Site" encompasses various GottaGettaGuru.com websites, including without limitation all content, materials, information, policies, modifications, updates, enhancements, revisions, new features, and or new web properties of such pages, along with all Site services provided through such websites and web pages.

MODIFICATION OF THESE TERMS OF USE

You are responsible for regularly reviewing these Terms of Use. GottaGettaGuru.com has the right, but not the obligation, to correct any errors or omissions in any portion of the Site and these Terms of Use. GottaGettaGuru.com reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of the Site or these Terms of Use, in whole or in part, at any time, without prior notice. All changes to these Terms of Use are effective immediately upon being posted to the Site. Your continued use of the Site following any changes to these Terms of Use will mean you accept these changes.

SITE USE

Restrictions on Use

You agree to use the Site only as provided herein. You will not:

- Transmit to the Site any content, or conduct yourself in any manner, that could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar,

harassing, inflammatory, pornographic, violent, profane, threatening, inaccurate, deceptive or unlawful, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

- Send any bulk commercial email, send any unsolicited email, or conduct or forward to any party any surveys, contests, pyramid schemes or chain letters.
- Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of materials accessed through the Site.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site, including without limitation uploading files that contain viruses or corrupt files.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.
- Violate any applicable laws or regulations, including any intellectual property laws or regulations, or violate these Terms of Use or any Site guidelines.
- Access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Site, including misrepresentation as an GottaGettaGuru.com agent or representative, or misrepresentation stating or implying our endorsement of you or your product or activity.
- Use the Site in any manner that could create a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.

INFORMATION DISCLOSURE

Disclosure Under Law

GottaGettaGuru.com reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in GottaGettaGuru.com's sole discretion.

Providing Correct Personal Information

In the course of using the Site, you will be required to enter certain information, including without limitation personally identifiable information (collectively, "Information"). You represent and warrant that you will provide GottaGettaGuru.com with full, true and correct Information, and to update such Information on the Site promptly as reasonably necessary and as required by the Site.

MATERIALS

License in Materials

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DISCLAIMERS

No Reliance or Medical Advice

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External Links or References

The Site may contain links or references to other parties' sites, which links are provided as a convenience to you only. Please be aware that we cannot be and are not responsible for the privacy or other practices of any such outside sites (which sites are not part of the Site), and GottaGettaGuru.com expressly disclaims any and all liability related to such sites and sites relating thereto. GottaGettaGuru.com does not endorse, and is not responsible or liable for, directly or indirectly, any damage or loss caused or alleged to be caused by or in connection with any content, advertising, products or other information on or available from such linked sites or any link contained in a linked site. We encourage our users to consider this if they decide to visit such outside sites and to read the applicable privacy policies and terms of use of each such sites.

Disclaimer of Representations and Warranties

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Disclaimer of Liability

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INDEMNIFICATION

You will indemnify, defend (or settle) and hold harmless the GottaGettaGuru.com Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys fees and all other costs, fees, and expenses (collectively, "Claims") against any of the GottaGettaGuru.com Entities to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of Materials or use of the Site, or such actions by any third party through you, (2) your violation of the rights of another person or party, (3) any Materials provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms of Use, including without limitation any breach of your representations and warranties herein. In connection with any Claims that may give rise to your indemnification obligations as set forth above, the GOTTAGETTAGURU.COM Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any

compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the GOTTAGETTAGURU.COM Entities pursuant to this Section.

YOUR ACCOUNT

Confidentiality of Account and Password

You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You accept full responsibility and liability for all activities that occur under your account or password. GottaGettaGuru.com reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. You represent and warrant that the information you supply during any registration or update process will be accurate and complete and that you will not (1) impersonate or misrepresent your association with any person or entity, including without limitation registering under the name of another person, or seek to conceal or misrepresent the origin of any content or information provided by you, (2) choose a user name that GottaGettaGuru.com would reasonably deem offensive, or (3) choose a user name for the purposes of deceiving or misleading GottaGettaGuru.com or another user as to your true identity.

Notification of Unauthorized Use/Ceasing Access

You shall notify GottaGettaGuru.com immediately of any unauthorized use or threat of unauthorized use of your account or the Site or of any other breach or potential breach of security known to you with respect to your account or the Site, including without limitation any loss or compromise of any password, and will cooperate with GottaGettaGuru.com in every reasonable way to help GOTTAGETTAGURU.COM prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the Site, your account and/or your password. You agree that immediately upon termination of your right to use the Site, or upon any earlier demand by GOTTAGETTAGURU.COM at any time, you will cease all access and/or use of the Site, and will not attempt to access and/or use the Site.

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information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party; (5) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (7) any other materials or information as may be required under the DMCA as amended from time to time or by the U.S. Copyright Office.

Copyright Agent

Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the GottaGettaGuru.com Designated Copyright Agent using the following contact information:

Copyright Agent: [James P. Dillon], Copyright Agent
Postal Address: GottaGettaGuru.com
231 Lamara Way NE
St. Petersburg, FL 33704

Email: JPD@GottaGettaGuru.com
Telephone: 954-798-6396

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

DISPUTE RESOLUTION (ARBITRATION CLAUSE)

Binding Arbitration

You and GottaGettaGuru.com each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a "Dispute") arising out of or in connection with these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof (including the determination of the scope or applicability of these Terms of Use to arbitrate), your or GottaGettaGuru.com's rights and obligations under these Terms of Use, the Site, the use of the Site, and/or the information, services and/or products that may be provided by or through or in connection with the Site. The arbitration will be held in Albany, New York before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. The arbitration will be administered by JAMS, Two Embarcadero Center Suite 1100 San Francisco, CA 94111 (<http://www.jamsadr.com>). You may obtain a copy of the rules of JAMS by contacting the organization. You and GottaGettaGuru.com shall agree on one arbitrator to conduct the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator will be selected in accordance with the JAMS rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section (DISPUTE RESOLUTION), to the extent you have in any manner violated or threatened to violate GottaGettaGuru.com's intellectual property rights, GottaGettaGuru.com may seek (and you will not contest) injunctive or other appropriate relief in any state or federal court in Albany, New York, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration Final

The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

Giving Up Right of Class Action

These Terms of Use provides that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE GOTTAGETTAGURU.COM ENTITIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

California Residents

If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

CHOICE OF LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

To the maximum extent permitted by law, these Terms of Use are governed by the laws of the State of Florida, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in St. Petersburg, Florida in all disputes arising out of or relating to the use of the Site or under these Terms of Use; provided, however, that in the event GottaGettaGuru.com is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by GottaGettaGuru.com hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by GottaGettaGuru.com therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, GottaGettaGuru.com and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with these Terms of Use, your or GottaGettaGuru.com's rights and obligations under these Terms of Use, the Site, use of the Site, and/or the services and/or products that may be provided by or through or in connection with the Site.

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GottaGettaGuru.com makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

No Joint Venture

You agree that no joint venture, partnership, employment or agency relationship exists between you and GottaGettaGuru.com as a result of these Terms of Use or your use of the Site.

No Waiver

The failure of GottaGettaGuru.com to enforce any provision of these Terms of Use will not be construed as a waiver or limitation of GottaGettaGuru.com's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms of Use.

Assignment

No assignment, delegation or other conveyance of these Terms of Use may be made by you (by operation of law or otherwise) without the prior written consent of GottaGettaGuru.com, to be given in its sole discretion. GottaGettaGuru.com may assign its rights and obligations hereunder to any other party.

Statute of Limitations

Any cause of action you may have with respect to your use of the Site must be commenced within one year after the claim or cause of action arises; thereafter, any such claim will be forever barred, without regard to any contrary legislation.

Agreement Binding

In the event that any provision of these Terms of Use is deemed to be unenforceable, said provision will be interpreted to reflect the original intent of the parties in accordance with applicable law, and the remainder of these Terms of Use will continue in full force and effect.

Notices

Notices to GottaGettaGuru.com under these Terms of Use shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to GottaGettaGuru.com, with such notices being effective as of the date of actual, confirmed receipt by GottaGettaGuru.com. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

Entire Agreement

These Terms of Use and the Privacy Policy contain the entire agreement between you and GottaGettaGuru.com with respect to the Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and GottaGettaGuru.com with respect to the Site. Any rights not expressly granted herein are reserved. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. The headings and other captions in these Terms of Use are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms of Use. Those terms and conditions of these Terms of Use that assign liabilities to the parties extending beyond the term of these Terms of Use shall survive termination of these Terms of Use.

Inquiries regarding this policy should be directed to info@gottagettaguru.com