



GeoHelp by 2du® Terms of Use

2du Media LLC owns the websites & mobile platform called "GeoHelp". Before you register for a GeoHelp membership account, you must read and agree to this Terms of Use Agreement, including any future amendments (collectively, the "Agreement"):

Although we may attempt to notify you via email or SMS text messaging when major changes are made, you should visit this page periodically to review the terms. 2du may, in its sole discretion, modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the GeoHelp service. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. Description of Service. GeoHelp is a free service for consumers, SMS text and E-mail info and rewards service (the "Service") from 2du Media LLC. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. 2du disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. 2du also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. Personal Use. The Service is made available to you for your personal use only. Due to the Children's Online Privacy Protection Act of 1998 (which is available at <http://www.ftc.gov/ogc/coppa1.htm>), you must be at least thirteen (13) years of age to use this Service. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur as a part of using your account. 2du reserves the right to refuse service to anyone at any time without notice for any reason.

3. Proper Use. You agree that you are responsible for your own communications and for any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with the Agreement. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by 2du; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; or (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. 2du reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

4. Content of the Service. 2du makes every attempt to protect your usage of the service but takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does 2du have any obligation to monitor such third party content. 2du reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. 2du also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of 2du, its users and the public. 2du will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

5. Intellectual Property Rights. 2du's Intellectual Property Rights. You acknowledge that 2du owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (including but not limited to the all GeoHelp.??, and 2du.?? domain names and registered trademarks, logos, and web sites), and such 2du rights are protected by international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. The 2du rights include rights to (i) the Service developed and provided by 2du; and (ii) all software associated with the Service. Your Intellectual Property Rights. 2du does not claim any ownership in any of the content that you upload, transmit or store in your 2du account. We will not use any of your content for any purpose except to provide you with the Service.

6. Representations and Warranties. You represent and warrant that (a) all of the information provided by you to 2du to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

7. Privacy. As a condition to using the Service, you agree to the terms of the 2du Privacy Policy as it may be updated from time to time. 2du understands that privacy is important to you. You do, however, agree that 2du may monitor, edit or disclose your personal information, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the 2du Privacy Policy.

8. Account Inactivity. After a period of inactivity, whereby a user fails to login to an account for a period of nine months, 2du reserves the right to disable or terminate the account. If an account has been deactivated for inactivity, the username associated with that account may be given to another user without notice to you or such other party.

9. Termination; Cancellation. You may cancel your use of the Services and/or terminate this Agreement with or without cause at any time by providing notice to 2du, provided, however, that a terminated account may continue to exist for up to two business days before such cancellation takes effect. 2du may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system. Except as set forth above or unless 2du has previously canceled or terminated your use of the Services (in which case subsequent notice by 2du shall not be required), 2du will notify you via email of any such termination or cancellation, which shall be effective immediately upon 2du's delivery of such notice. Sections 3, 4, 5, 7, and 9 - 11 of the Agreement shall survive expiration or termination.

10. Indemnification. You agree to hold harmless and indemnify 2du, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, 2du will provide you with written notice of such claim, suit or action.

11. Choice of Law; Jurisdiction. These Terms of Use will be governed by and construed in accordance with the laws USA and/or of your home country. If you are located outside of the United States, 2du may choose the venue for any legal claims, legal proceedings or litigation, and you consent to the jurisdiction of such courts. If you live in the United States, any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Massachusetts, USA, and you consent to the jurisdiction of such courts.

Please contact us if you have any questions, comments or concerns about this policy.

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