Anchovy Terms of Use

Last Modified: November 27, 2023

Acceptance of the Terms of Use

These terms of use are entered into by and between Anchovy, LLC dba Anchovy ("Anchovy," "We" or "Us") and users of our Services ("Users", "your" or "you"). The following terms and conditions, together with any documents or policies they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of Anchovy's mobile applications, websites, and related services (collectively, the "Services"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you download, access or use the Services. BY DOWNLOADING, ACCESSING OR USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THE TERMS OF USE AND OUR PRIVACY NOTICE (FOUND AT www.anchovy.app/privacy-policy), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE SERVICES.

The Services are offered and available to, and intended for use by, Users who are 18 years of age or older and who reside within the United States of America or its territories or possessions. By downloading, accessing or using the Services, you represent and warrant that you have the power and authority to form a binding contract with Anchovy and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not download, access or use the Services.

Changes to these Terms of Use

We may revise and update the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth herein will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on or through the Services. Your continued access to and use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

License Grant – Mobile Application

Subject to these Terms of Use, Anchovy grants you a limited, non-exclusive and nontransferable license to: (a) download, install, access and use the Anchovy mobile application (the "Application") for your personal, non-commercial use on a single mobile device ("Mobile Device") owned or otherwise controlled by you strictly in accordance with the Application's documentation, and (b) access, download and use on such Mobile Device the content, functionality and services made available in or otherwise accessible through the Application, strictly in accordance with these Terms of Use.

You shall not: (a) copy the Application unless expressly permitted by these Terms of Use; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the

Application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time.

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under these Terms of Use, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Use. Anchovy reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks, and the intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use. This license terminates when you delete the Application and all copies thereof from your Mobile Device. Anchovy may also terminate this license at any time without notice. In addition, this license will terminate immediately and automatically without notice if you violate any of the terms and conditions of these Terms of Use. Upon termination, all rights granted to you under this license will terminate, and you must cease all use of the Application and delete all copies of the Application from your Mobile Device. Termination of this license will not limit any of Anchovy's rights or remedies at law or in equity.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide on or through the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts or the entirety of the Services to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to access the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources or functionality made available through the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password or other

security information. You agree to notify Us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by Us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Services and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Anchovy, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

When Users post or store any content in the Services, the Users give Us and our affiliates a perpetual, nonexclusive, irrevocable, royalty-free, sublicensable and transferable worldwide license to all intellectual property rights you own or control to use, transmit, reproduce, commercialize, distribute, modify, create derivative works from, and otherwise exploit such content for any and all purposes to you or any other person or entity, except as otherwise expressly provided herein. You also authorize and appoint us as your attorney in fact and agent with full power to enter into and execute any document or undertake any action we may consider appropriate to use or enforce the grant of rights and waivers set forth in these Terms of Use.

Additionally, these Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Services, except as follows:

- Your computer or Mobile Device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication or distribution;
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or Mobile Device solely for your own personal, non-commercial use, provided you agree to be bound by any additional end user license agreement for such applications;
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Services;
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Services; and
- You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you wish to make any use of material on the Services other than that set out in this section, please address your request to: <u>info@anchovy.app</u>

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Anchovy. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

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Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use;

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate Anchovy, a Anchovy employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by Us, may harm Anchovy or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application;
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Servies;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which all or any part of the Services are stored, or any server, computer or database connected to the Services;
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Services.

User Contributions

The Application may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, recipe sharing, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Application.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Application will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application, you grant Us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Us and our licensees, successors and assigns;
- All of your User Contributions do and will comply with these Terms of Use; and
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Anchovy, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in
 our sole discretion, including if we believe that such User Contribution violates the Terms of Use,
 including the Content Standards, infringes any intellectual property right or other right of any
 person or entity, threatens the personal safety of users of the Services or the public or could create
 liability for Anchovy;
- Disclose your identity or other information about you to any third party who claims that material
 posted by you violates their rights, including their intellectual property rights or their right to
 privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services;
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use; and
- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ITS AFFILIATES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A

CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Notice;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
- Give the impression that they emanate from or are endorsed by Us or any other person or entity, if this is not the case

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send Us a notice of copyright infringement to <u>info@anchoy.app</u>. It is the policy of Anchovy to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user or visitor of the Services, or by anyone who may be informed of any of its contents.

The Services includes or may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content expressly provided by Anchovy, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Anchovy. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Services

We may update the content or functionality of the Services from time to time, but its content or functionality is not necessarily complete or up-to-date. Using the Services may include downloading software to your computer, Mobile Device, tablet, or other device. You agree that we may automatically update that software and these Terms of Use will apply to any updates. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on or through the Services is subject to our Privacy Notice. By using the Services, you consent to all actions taken by Us with respect to your information in compliance with the Privacy Notice.

Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

• You may use these features solely as they are provided by Us and solely with respect to the content they are displayed with.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

Links from the Services

If the Services contain links to other Services and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those Services or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such website.

Additionally, the Services may provide tools that enable you to export information to third parties or third party services, including through the use of API or by linking your account with the Services to an account with a third party. By using these tools, you agree that we may transfer such information to the applicable third party or third party service. Such third parties and third party services are not under out control, and we are not responsible for the contents of the third party service or the use of exported information by third parties or third party services.

Geographic Restrictions

The owner of the Services is organized and based in the State of Nebraska. We provide the Services intended for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE

SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES, OR ON ANY WEBSITE LINKED TO THE SERVICES.

YOUR USE OF THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH ANCHOVY IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ANCHOVY NOR ANY PERSON ASSOCIATED WITH ANCHOVY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH ANCHOVY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES OR APPLICATIONS LINKED TO THE SERVICES, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES OR APPLICATIONS. **INCLUDING** ANY DIRECT. INDIRECT. SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Anchovy and its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Application.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Anchovy's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Nebraska law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by Anchovy of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Anchovy to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

Entire Agreement; Severability

These Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and Anchovy, LLC with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Services. If any term, clause or provision of these Terms of Use is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms of Use.

Your Comments and Concerns

The Services are operated by Anchovy, LLC, located at 701 S. 6th Street, Lincoln, Nebraska, United States.

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