

TERMS OF USE

www.paradecraze.com

(last updated 8.01.2013)

Please read this Terms of Use (the “Agreement”) carefully. By visiting, accessing and/or using the paradecraze.com website the “Site” (as defined below) you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions set forth herein, you should immediately discontinue your use of this Site.

This Agreement is made between you (“**You**,” “**Your**”) and Parade Craze, LLC and its related companies and entities (collectively “**Company**,” “**We**,” “**Us**”) concerning your use of the website owned and controlled by us from which you are accessing this Agreement (collectively, along with any successor site(s), and all Site Services and Site Content (as defined below), the “**Site**”).

1. Acceptance of Terms. By visiting, accessing, and/or using the Site, you agree to the terms and conditions of this Agreement and to any additional rules and guidelines that we post on the Site. We may make changes to this Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when we last changed this Agreement by referring to the “LAST UPDATED” notation shown above. Your use of the Site following any changes to this Agreement will constitute your acceptance and approval of those changes, including any revisions made to this Agreement after your initial review and acceptance of the Agreement; provided, however, absent your express consent, any material change to this Agreement shall not apply retroactively to any claim or dispute between you and us in connection with this Agreement that arose prior to the “LAST UPDATED” date applicable to that version of this Agreement in which we included such material change. We may, at any time, without or without warning, modify or discontinue all or part of the Site; charge, modify or waive fees required to use the Site; or offer different opportunities to some or all Site users.

2. Jurisdictional Issues. The Site is owned and/or operated by a legal business entity that is located in the United States of America, and the Site is not intended to subject the Company to any non-U.S. jurisdiction or laws, except as otherwise expressly stated in this Agreement. The Site may not be appropriate or available for use in some jurisdictions outside of the United States and if the laws of any foreign jurisdiction are incompatible or incongruent with the terms and conditions of this Agreement, you are prohibited from accessing or using the Site. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations, including any export controls, embargoes or other rules and regulations restricting exports of your jurisdiction. We may limit the Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion, with or without notice to you.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by our Privacy Policy, which is located at www.privacy.paradecraze.com (the “**Privacy Policy**”), and which Privacy Policy is hereby incorporated into this Agreement by this reference. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information as

may be reasonably necessary. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may limit or terminate your use of the Site at any time, with or without notice to you.

4. Site Content. The Site provides you with access to certain content related to residential homes, properties, and home tours as well as associated products and services that may be provided by us or by third parties, such as referrals to products, services and suppliers that may be of interest to you (the “**Site Services**”), and to certain content such as news and information regarding such products, services and suppliers in various industries (the “**Site Content**”). In addition to the other terms and conditions of this Agreement, please note the following regarding our services and content:

The Site may include Site Content. We provide any such Site Content solely for your convenience, education, and enjoyment, and such Site Content is intended to (i) provide information for civic dialogue, education and discourse; (ii) provide opinion and commentary, as well as factual information; and (iii) should not be construed as endorsing or recommending any specific action or inaction. We are not responsible for the accuracy or reliability of any Site Content or the opinions or views of any contributor to or author of any Site Content, including any submissions from users of the Site. Site Content is not exhaustive and should not be considered as necessarily complete or up-to-date. It is your responsibility to evaluate the accuracy, completeness or usefulness of any Site Content available through the Site. The relationship between you and us is not a professional or similar relationship; you are advised to seek the advice of qualified professionals with respect to any questions that you may have, and never disregard any professional advice or otherwise delay in seeking it because of something that you have read on the Site. We neither recommend nor endorse any specific Service Providers, products, opinions, or other Site Content that may be made available through or mentioned on the Site (the “**Resources**”) and you are solely responsible for the selection of any such Resources.

Site Content may be provided by our employees as well as by third parties (e.g., independent contractors, our users, and other contributors). Please note that third parties may post messages, provide materials or make statements that are inaccurate, misleading or deceptive. We, our affiliates and our and their employees, officers, directors, agents, representatives, licensors, suppliers and service providers (collectively with us, the “**Company Entities**”) do not endorse and are not responsible or liable for any Site Content, or any opinion, advice, information or statements in such Site Content, or your use of any Site Content. Under no circumstances will the Company Entities be liable for any loss or damage caused by your use of or reliance on Site Content or for any results obtained by using any such Site Content. The opinions expressed solely reflect the opinions of the individuals who submitted such opinions, and may not reflect our opinions. **YOUR USE OF THE SITE AND RELIANCE ON ANY SITE CONTENT is solely at your own risk.**

5. Rules of Conduct. While accessing, visiting, and using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site pursuant to Section 15 below. You agree that you shall not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
- Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating;

(b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.

- Any material that would give rise to criminal or civil liability; that promotes gambling; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
- Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Any unsolicited or unauthorized advertising, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
- Any material, non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any of our (or our affiliates) representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement or posting you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without our express prior written consent.
- Create a database by systematically downloading and storing all or any Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent.

Notwithstanding the immediately foregoing sentence (but subject to the other items listed above), we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions, either generally or in specific cases, at any time.

Additionally, you acknowledge and agree that you (and not Company) are responsible for obtaining

and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and for paying all charges related thereto.

6. Registration; User Names and Passwords. You may be required to register with us in order to access certain services or areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or e-mail address) that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name. You agree to immediately notify us of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you “log off”/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

7. Submissions. For purposes of clarity, you retain ownership of any information, content and/or materials that you submit through the Site (each, a “**Submission**”). Please note, however, that we need certain rights in and to your Submissions to be able to make them available on the Site. Accordingly, you hereby grant to the Company Entities a worldwide, non-exclusive, transferable, sublicenseable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to you: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display, publicly perform and otherwise exploit such Submission, in any media now known or hereafter developed. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations. Further, to the extent permitted under applicable law, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. We request this waiver to help ensure that we have all the rights we may need to provide the Services available through the Site. In addition, the Company Entities have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information voluntarily made public through any other part of the Site. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A SUBMISSION, YOU DO SO AT YOUR OWN RISK.

8. Monitoring. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, at our sole discretion: (a) monitor, evaluate or alter Submissions before or after they appear on the Site (including, without limitation, through the use of automated filtering software); (b) seek to verify that all rights, consents, releases and permissions in or relating to such Submission have been obtained by you in accordance with your representations above; and (c) refuse, reject or remove any Submission at any time or for any reason (including, without limitation, through the use of automated filtering software or if we determine, in our sole discretion, that all rights, consents, releases and permissions have not been obtained by you despite your representations

above). You agree to cooperate with us in our verification or inquiries related to the foregoing. We may disclose any Submissions and the circumstances surrounding their transmission to anyone for any reason or purpose, and in accordance with our Privacy Policy. If you become aware of any unlawful, offensive or objectionable material(s) on the Site (except for material that infringes copyright, which is addressed in Section 19 below), please contact us at info@paradecraze.com with your name and address, a description of the material(s) at issue and the URL or location of such materials.

9. Proprietary Rights. The information and materials made available through the Site are and shall remain the property of Company and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by us in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

Company owns all trademarks and service marks, and any associated logos of Company. All trademarks and service marks on the Site not owned by us are the property of their respective owners and are used under license. The trade names, trademarks and service marks owned by Company, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade names, trademarks or service marks without the express prior written consent of the owner of such trade names, trademarks or service marks.

10. Purchases. We may make available various products and services for purchase through the Site, and we may use third-party suppliers and service providers to enable e-commerce functionality on our Site. If you wish to purchase any product or service made available by us through the Site (each such purchase, a “**Transaction**”), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD (S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant to Company the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on this Site, are subject to change at any time without notice. Company reserves the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

11. Links. The Site may provide links to other web sites and online resources. Because we have no control over such sites and resources, you acknowledge and agree that the Company Entities are not responsible for the availability of such external sites or resources, and the Company Entities neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that the Company Entities do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, (EVEN IF MADE AVAILABLE THROUGH LINKS AT THE SITE) IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

We shall have the right, but not the obligation, at any time and in our sole discretion, to block links from and to the Site through technological or other means without prior notice.

12. Promotions. In addition to the terms and conditions of this Agreement, any contests, sweepstakes, surveys, games or similar promotions (collectively, “**Promotions**”) made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy that, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

13. DISCLAIMERS; LIMITATION OF LIABILITY. THE SITE AND ANY GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU “AS IS” WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND EACH OF THE COMPANY ENTITIES DISCLAIMS ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS (INCLUDING WITHOUT LIMITATION, THIRD PARTY GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS) MADE AVAILABLE THROUGH THE SITE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. WE AND THE OTHER COMPANY ENTITIES MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART THEREOF) IS OR WILL BE ACCURATE, COMPLETE OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH THE SITE. YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE OR SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO USE THE SITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE OR SERVICES THAT YOU USE WILL

FUNCTION CORRECTLY WITH THE SITE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE.

NONE OF THE COMPANY ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, THE COMPANY ENTITIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY ANY OF THE COMPANY ENTITIES OR BY ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF THE COMPANY ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE SITE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

YOU ACKNOWLEDGE AND AGREE THAT NO SITE CONTENT SHALL BE DEEMED LEGAL ADVICE OR CONSTITUTE THE PROVISION OF LEGAL SERVICES BY THE COMPANY. WE DO NOT GUARANTEE OR WARRANT THAT THE USE OF THE SITE AND THE SITE CONTENT WILL CREATE A VIABLE BUSINESS OPPORTUNITY FOR YOU OR RESULT IN THE CREATION OF A SUCCESSFUL COMPANY. ALL CONTENT AND SITE MATERIALS ARE OFFERED STRICTLY FOR EDUCATIONAL PURPOSES AND YOUR RESULTS WILL BE DETERMINED BY YOUR ABILITIES AND RESOURCES, AND NOT THE RESOURCES OF THE COMPANY OR THE SITE.

While we use commercially reasonable methods and attempt to maintain the security of the Site, we do not guarantee that the Site will be secure or that any use of the Site will be uninterrupted. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at info@paradecraze.com with a description of the material(s) at issue and the URL or location of such material(s).

14. Indemnity. Except to the extent prohibited under applicable law, You agree to defend,

indemnify and hold harmless the Company Entities, from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation or alleged violation of this Agreement by you; (c) any use or other exploitation, or failure or omission to use or otherwise exploit, any Submission (including any portion thereof) that you post; or (d) any claim that your Submission or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.

15. Termination. This Agreement is effective until terminated. This Agreement is effective until terminated. We may, at any time and for any reason, terminate your access to or use of: (a) the Site, (b) your user name and password or (c) any files or information associated with your user name and password. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that we may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that the Company Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 4(a), 4(b), 7-9, 11, 13-16 and 19-21 shall survive any expiration or termination of this Agreement.

16. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah, United States of America, without regard to its principles of conflicts of law. You agree to exclusive jurisdiction of the federal and state courts located in Utah County, Utah, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. You further agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

17. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that we do not specifically recommend or endorse any of the products or services listed at such sites but we may receive any compensation from such sites or products.

18. Information or Complaints. If you have a question or complaint regarding the Site or the meaning of application of this Agreement, please send an email to info@paradecraze.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. Please note that email communications will not necessarily be secure; accordingly you should not include information that you consider to be sensitive in your email correspondence with us.

19. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send us a notice requesting that we remove

the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details.

Notices and counter-notices should be sent to: info@paradecraze.com

We suggest that you consult your legal advisor before submitting a notice or counter-notice because fraudulent, frivolous, or improper notices and counter-notices may incur legal liability.

20. Ability to Enter Into This Agreement. BY USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU ARE EITHER: (A) OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT; OR (B) THE PARENT OR LEGAL GUARDIAN OF A MINOR CHILD UNDER THE LEGAL AGE TO ENTER INTO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD. If you are the parent or legal guardian of a child under the legal age to enter into this Agreement, then, as used in this Agreement, “you,” “yourself,” “your,” and “user” means and refers to you on behalf of yourself and your child who is the user of the Site.

21. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement hereby incorporates by this reference any additional terms that we post on the Site and, except as otherwise expressly stated herein, this Agreement is the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in our discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfill any obligations due to causes beyond our control.