

WEBSITE TERMS OF USE AGREEMENT

1. READ THIS:

This Terms of Use Agreement (“**Agreement**”) is made by and between Crowd Surf, a California limited liability company, with offices at 6253 Hollywood Blvd, Suite 205 Los Angeles, CA 90028 (“**Crowd Surf**”) and you (“**you,**” “**your**” or “**User**”). This Agreement contains the terms and conditions that govern your use of this Web site.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE. BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND AT [<http://crowdsurf.net/assets/privacypolicy.pdf>], INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

CROWD SURF RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN CROWD SURF’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERCEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” HYPERLINK LOCATED AT THE BOTTOM OF EVERY PAGE ON THE CROWD SURF WEBSITE.

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You may use this site for purposes expressly permitted by this site. As a condition of your use of Crowd Surf’s website, you warrant to Crowd Surf that you will not use the website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to) (i) cobrand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of Crowd Surf. For purposes of these Terms of Use, “cobranding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Crowd Surf in causing any unauthorized cobranding, framing or hyperlinking immediately to cease. In addition, you may not use Crowd Surf’s website in any manner which could disable, overburden, damage, or impair the website(s) or interfere with any other party’s use and enjoyment of the website(s). You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website(s).

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6. USE OF COMMUNICATION SERVICES

Crowd Surf's websites may contain forums, bulletin board services, chat areas, message boards, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that are proper and related to the particular Communication Service.

Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this site any material that:

- i) you do not have the right to post, including proprietary material of any third party, such as files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity);
- ii) advocates illegal activity or discusses an intent to commit an illegal act;
- iii) is vulgar, obscene, pornographic, or indecent;
- iv) does not pertain directly to this site;
- v) threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- vi) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

vii) harvests or otherwise collects information about others, including email addresses, without their consent;

viii) violates any law or may be considered to violate any law;

ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissible uploaded;

xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;

xii) solicits funds, advertisers or sponsors;

xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;

xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;

xv) includes MP3 format files;

xvi) amounts to a “pyramid” or other like scheme, including contests, chain letters, and surveys;

xvii) disobeys any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of this site or any networks connected to this site; or

xviii) contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

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*[specification of
hyperlink].*

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Crowd Surf reserves the right, in its sole discretion, to terminate your access to any or all of Crowd Surf websites and the related services or any portion thereof at any time, without notice.

11. INDEMNITY

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13. SECURITY

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Crowd Surf reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Crowd Surf reserves the right to investigate suspected violations of these Terms of Use.

Crowd Surf reserves the right to fully cooperate with any law enforcement authorities or court order requesting or direction Crowd Surf to disclose the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS CROWD SURF FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CROWD SURF DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CROWD SURF OR LAW ENFORCEMENT AUTHORITIES.

14. MISCELLANEOUS

These Terms of Use will be governed and interpreted pursuant to the laws of California, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in California in connection with any dispute between you and Crowd Surf arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use will be in the state and federal courts in Los Angeles, California.

If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Crowd Surf as a result of this agreement or use of the Crowd Surf website.

These Terms of Use constitute the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Crowd Surf with respect to Crowd Surf's website.

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. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Crowd Surf may revise these Terms of Use at any time by updating this posting.