

WEBSITE TERMS OF USE AGREEMENT

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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 e-mail 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 hyper-links to other sites that contain content that falls within the descriptions set forth above.

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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.

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