

# Website User Agreement

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In connection with your use of the Site, you agree you will not:

- a) Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
- b) Impersonate any person or entity, including but not limited to, an Serenity Design, Inc. official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Post or transmit any Material that contains a virus or corrupted data;

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- f) Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g) Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
- h) Violate any applicable local, state, national or international law;
- i) Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
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IN NO EVENT WILL Serenity Design, Inc. BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF Serenity Design, Inc. OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, Serenity Design, Inc. LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **4. Equipment.**

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.

#### **5. Indemnification and Reservation of Rights.**

You agree to indemnify, defend and hold harmless Serenity Design, Inc., its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site.

Serenity Design, Inc. reserves the right to release current or past member or Web site user information if Serenity Design, Inc. believes that a member's account is being used to commit unlawful acts, if the information is subpoenaed and/or if Serenity Design, Inc. deems it necessary and/or appropriate.

#### **6. Third Party Rights.**

The provisions of paragraphs 3 (Use of the Site), and 5 (Indemnification) are for the benefit of Serenity Design, Inc. and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site. Each of these individuals

or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### **7. Term; Termination.**

Either party without notice may terminate this Agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 3 (Use of the Site), 5 (Indemnification), 6 (Third Party Rights) and 11 (Miscellaneous) shall survive any termination of this Agreement.

#### **8. Special Admonitions for International Use.**

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **9. Dealings with Third Parties.**

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Serenity Design, Inc. shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

#### **10. Links.**

The Site may provide, or third parties may provide, links to non-Serenity Design, Inc. Internet World Wide Web sites or resources. Because Serenity Design, Inc. has no control over such sites and resources, you acknowledge and agree that Serenity Design, Inc. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Serenity Design, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### **11. Miscellaneous.**

This Agreement shall all be governed and construed in accordance with the laws of the State of Florida, United States applicable to agreements made and to be performed in the State of Florida, United States. You agree that any legal action or proceeding between Serenity Design, Inc. and you for any purpose concerning this Agreement or the parties'

obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the County of Pasco, State of Florida, United States.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Serenity Design, Inc. failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Serenity Design, Inc. may assign its rights and duties under this Agreement to any party at any time without notice to you.

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