

EPPICSURF – TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

EppicSurf.com is a social networking service that allows Members to create personal profiles online in order to find and display photos depicting their passion for surfing, communicate with old and new friends and connect with photographers who display and sell their surf related images as prints and licenses. The services offered by EppicSurf.com (“Eppic Surf” or “we”) include the EppicSurf.com website (the “EppicSurf Website”), the EppicSurf.com Internet messaging service, and any other features, content, or applications offered from time to time by Eppic Surf in connection with the EppicSurf.com Website (collectively, the “Eppic Surf Services”). The Eppic Surf Services are hosted in the U.S.

This Terms of Service Agreement (“Agreement”) sets forth the legally binding terms for your use of the Eppic Surf Services. By using the Eppic Surf Services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Eppic Surf Website) or you are a “Member” (which means that you have registered with Eppic Surf). The term “User” refers to a Visitor or a Member. You are only authorized to use the Eppic Surf Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you object with any term or condition of this Agreement, any subsequent modifications hereto, or should you become dissatisfied with EppicSurf in any way, your only remedy is to immediately discontinue use of the Eppic Surf Services. If you wish to become a Member, communicate with other Members and make use of the Eppic Surf Services, you must read this Agreement and indicate your acceptance during the Registration process.

This Agreement includes Eppic Surf’s policy for acceptable use of the Eppic Surf Services and Content posted on the Eppic Surf Website, your rights, obligations and restrictions regarding your use of the Eppic Surf Services and Eppic Surf’s Privacy Policy. In order to participate in certain Eppic Surf Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Eppic Surf Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

We may modify this Agreement from time to time and such modification shall be effective upon posting by Eppic Surf on the Eppic Surf Website. You agree to be bound to any changes to this Agreement when you use the Eppic Surf Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. You can find the most current version of this agreement at:

<http://eppicsurf.com/legal/EppicSurfTOS.pdf>

Please choose carefully the information you post on the Eppic Surf Website and that you provide to other Users. Your profile and other materials that you post on may not include the following items: any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, information provided by other Eppic Surf Members (for instance, in their Profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and Eppic Surf assumes no responsibility or liability for this material. If you become aware of misuse of the Eppic Surf Services by any person, please contact [EppicSurf](#) or click on the “Report Inappropriate Content” link at the bottom of any Eppic Surf Website page.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Eppic Surf Services at any time, for any or no reason, with or without prior notice, and without liability.

2. DESCRIPTION OF SERVICE

The Eppic Surf Website provides users with access to a rich collection of resources, including various communications tools, forums, personalized content and branded programming. You understand and agree that the Service may include advertisements and that these advertisements are necessary for Eppic Surf to provide the Eppic Surf Services. You also understand and agree that the Eppic Surf Services may include certain communications from Eppic Surf such as service announcements, administrative messages and the Eppic Surf Newsletter, and that these communications are considered part of the Eppic Surf membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Eppic Surf properties, shall be subject to this Agreement. You understand and agree that Eppic Surf assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Eppic Surf Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by Eppic Surf’s registration form (the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Eppic Surf has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Eppic Surf has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Eppic Surf is concerned about the safety and privacy of all its users, particularly children. For this reason, persons under the age of 18 are disallowed from creating their own accounts, and children under the age of 13 are prohibited from using the Eppic Surf Services.

4. ELIGIBILITY

Use of and Membership in the Eppic Surf Services is void where prohibited. By using the Eppic Surf Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Eppic Surf Services does not violate any applicable law or regulation.

5. TERM.

This Agreement shall remain in full force and effect while you use the Eppic Surf Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. Eppic Surf may terminate your Membership at any time, without warning. Even after Membership is terminated, this Agreement will remain in effect.

6. FEES.

You acknowledge that Eppic Surf reserves the right to charge for the Eppic Surf Services and to change its fees from time to time in its discretion. If Eppic Surf terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of subscription fees.

7. PASSWORD.

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify Eppic Surf immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

The Eppic Surf Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Eppic Surf. Illegal and/or unauthorized use of the Eppic Surf Services, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Eppic Surf Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of Membership privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Eppic Surf Services.

8. MEMBER CONDUCT

You understand that all postings, messages (including email correspondence in response to advertisements), text, files, images, photos, video, sounds, or other materials

(“Content”) posted on, transmitted through, or linked from the Eppic Surf Website, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item (“Item”) of Content that you post, email or otherwise make available via the Eppic Surf Website. You understand that we do not control, and is not responsible for Content made available through the Eppic Surf Website, and that by using the Eppic Surf Services, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Moreover, if you send email Content in response to an advertisement posted on the Eppic Surf Website, we do not control the manner in which persons who receive email Content may use (or misuse) such Content, and you send such email Content at your own risk. Furthermore, the Eppic Surf Website and Content available through the Eppic Surf Website may contain links to other websites, which are completely independent of Eppic Surf. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in Content posted on The Eppic Surf Website or in any such web site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Eppic Surf be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that Eppic Surf does not pre-screen or approve Content, but that Eppic Surf shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available as part of the Eppic Surf Services, for violating the letter or spirit of this Agreement or for any other reason.

You agree to not use the Eppic Surf Services to:

- (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a Eppic Surf official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;

(g) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete Spam Policy);

(h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;

(j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(l) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

(m) “stalk” or otherwise harass another; and/or

(n) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge, consent and agree that Eppic Surf may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Eppic Surf its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that Eppic Surf shall have the right (but not the obligation) to cause the Service and software embodied within the Service to include security components that permit digital materials to be protected, and that use of any such materials is subject to usage rules set by Eppic Surf and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of such usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

9. INTERSTATE NATURE OF COMMUNICATIONS ON THE EPPIC SURF NETWORK

When you register with Eppic Surf, you acknowledge that in using Eppic Surf Service to send electronic communications (including but not limited to email, search queries, uploading photos and files to The Eppic Surf Website, and other Internet activities), you will be causing communications to be sent through Eppic Surf's computer networks, which are located in California and other locations in the United States. As a result, and also as a result of Eppic Surf's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. 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.

11. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Eppic Surf does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Eppic Surf the following worldwide, royalty-free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of the EppicSurf Website, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content as part of the Eppic Surf Services solely for the purposes of providing and promoting the EppicSurf Services to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Eppic Surf Website and will terminate at the time you remove or Eppic Surf removes such Content from the Eppic Surf Services.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Eppic Surf Website, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Eppic Surf Website solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content as part of the Eppic Surf Services and will terminate at the time you remove or Eppic Surf removes such Content from the Eppic Surf Website.

With respect to Content other than photos, graphics, audio or video you submit to Eppic Surf or make available for inclusion on publicly accessible areas of the Eppic Surf Website, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

“Publicly accessible” areas of the Eppic Surf Services are those areas of the Eppic Surf Website and network of other properties that are intended by Eppic Surf to be available to the general public. By way of example, publicly accessible areas of the Eppic Surf Services would include Eppic Surf Message Boards, Blogs, Profiles and Portfolios that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of the Eppic Surf Website that are limited to members, Eppic Surf services intended for private communication such as Eppic Surf Mail or Messenger.

Copyright Policy. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Eppic Surf to terminate Membership privileges of any Member who infringes the copyright rights of others upon receipt of proper notification to Eppic Surf by the copyright owner or the copyright owner’s legal agent.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Eppic Surf Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Eppic Surf Website, with enough detail so that we may locate it; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Eppic Surf’s Copyright Agent for notice of claims of copyright infringement can be reached as follows: Copyright Agent, Eppic Surf, LLC., Hermosa Beach, CA 90254 Facsimile: (310) 372-2018; Attn: Copyright Agent; and email: copyrightagent@eppicsurf.com We will remove the infringing posting(s), subject to the procedures outlined in the Digital Millenium Copyright Act (DMCA).

12. CONTRIBUTIONS TO EPPIC SURF

By submitting ideas, suggestions, documents, and/or proposals (“Contributions”) to Eppic Surf through its suggestion or feedback web pages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Eppic Surf is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Eppic Surf shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Eppic Surf may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Eppic Surf without any obligation of Eppic Surf to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Eppic Surf under any circumstances.

13. INDEMNITY

You agree to indemnify and hold Eppic Surf and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

14. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Eppic Surf Services (including your Eppic Surf profile or ID), use of the Eppic Surf Services, or access to the Eppic Surf Services.

15. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Eppic Surf may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Eppic Surf’s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Eppic Surf has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Eppic Surf reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Eppic Surf reserves the right to modify these general practices and limits from time to time.

16. MODIFICATIONS TO SERVICE

Eppic Surf reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Eppic Surf shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

17. TERMINATION

You agree that Eppic Surf may, under certain circumstances and without prior notice, immediately terminate your Eppic Surf account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Eppic Surf account includes (a) removal of access to all offerings within the Service, including but not limited to Eppic Surf Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Eppic Surf's sole discretion and that Eppic Surf shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

18. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including 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 advertiser. You agree that Eppic Surf shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

19. EPPIC SURF'S PROPRIETARY RIGHTS

You acknowledge and agree that the Eppic Surf Services and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Eppic Surf or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Eppic Surf Services or the Software, in whole or in part.

Eppic Surf grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Eppic Surf for use in accessing the Service.

20. PRIVACY AND INFORMATION DISCLOSURE

Eppic Surf has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

<http://eppicsurf.com/legal/PrivacyPolicyEppicSurf.pdf>

Your use of the Eppic Surf Website or the Eppic Surf Services signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Eppic Surf may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce this Agreement; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of Eppic Surf, its users or the general public.

21. MISCELLANEOUS

Member Disputes. You are solely responsible for your interactions with other Eppic Surf Members. Eppic Surf reserves the right, but has no obligation, to monitor disputes between you and other Members.

Disclaimers. Eppic Surf takes no responsibility for third party advertisements which are posted on Eppic Surf or through the Eppic Surf Services, nor does it take any responsibility for the goods or services provided by its advertisers. Eppic Surf is not responsible for the conduct, whether online or offline, of any User of the Eppic Surf Services. Eppic Surf assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. Eppic Surf is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Eppic Surf Services or combination thereof,

including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Eppic Surf Services. Under no circumstances shall Eppic Surf be responsible for any loss or damage, including personal injury or death, resulting from use of the Eppic Surf Services, attendance at a Eppic Surf event, from any Content posted on or through the Eppic Surf Services, or from the conduct of any Users of the Eppic Surf Services, whether online or offline. The Eppic Surf Services are provided "AS-IS" and as available and Eppic Surf expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Eppic Surf cannot guarantee and does not promise any specific results from use of the Eppic Surf Services.

Disclaimer of Warranties. YOU AGREE THAT USE OF THE EPPIC SURF WEBSITE AND THE EPPIC SURF SERVICES IS ENTIRELY AT YOUR OWN RISK. THE EPPIC SURF WEBSITE AND THE EPPIC SURF SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, EPPIC SURF DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE EPPIC SURF WEBSITE AND THE EPPIC SURF SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, EPPIC SURF DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE EPPIC SURF WEBSITE OR THE EPPIC SURF SERVICES, OR ACCESSED THROUGH ANY LINKS ON THE EPPIC SURF WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, EPPIC SURF DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE EPPIC SURF WEBSITE OR THE EPPIC SURF SERVICES. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

Limitation on Liability. IN NO EVENT SHALL EPPIC SURF BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF EPPIC SURF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EPPIC SURF'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO EPPIC SURF FOR THE EPPIC SURF SERVICES DURING THE TERM OF MEMBERSHIP.

U.S. Export Controls. Software available in connection with the Eppic Surf Services (the “Software”) is further subject to United States export controls. No Software may be downloaded from the Eppic Surf Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

Disputes. If there is any dispute about or involving the Eppic Surf Services, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Los Angeles. Either Eppic Surf or you may demand that any dispute between Eppic Surf and you about or involving the Eppic Surf Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Los Angeles, California, USA, provided that the foregoing shall not prevent Eppic Surf from seeking injunctive relief in a court of competent jurisdiction.

Indemnity. You agree to indemnify and hold Eppic Surf, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Eppic Surf Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Eppic Surf Website or through the Eppic Surf Services causes Eppic Surf to be liable to another.

Other. This Agreement is accepted upon your use of the Eppic Surf Website or any of the Eppic Surf Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and Eppic Surf regarding the use of the Eppic Surf Services. The failure of Eppic Surf to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Eppic Surf is a trademark of Eppic Surf, LLC. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.