

“CrocPond” Website

Terms & Conditions

1. Acceptance of Terms & Conditions

32-7, Inc. (hereinafter collectively the “Company”, “we”, “us”, or “our”) is pleased to welcome you to its website. By accessing this website, you are agreeing to the following terms and conditions (hereinafter “T&Cs,” “Terms & Conditions”, or the “Agreement”), including the **Privacy Policy**. The Agreement may be updated as necessary at the discretion of the Company without notice to you at any time and for any reason. Your continued use of this web site after the posting of any change in the Agreement constitutes your acceptance to be bound by any such changes.

2. Description of Services

The Company provides this website to users for entertainment purposes only and the website is subject to change without notice. You agree that the website is provided “AS-IS” and that the Company shall not be liable to you or any third party for any modification, suspension, or discontinuance of the website or interruption in access to the website.

3. Your Obligations

3.1 Privacy Policy

You agree that your use of the website is subject to the **Privacy Policy** and you consent to our collection and use of aggregate and personally identifiable information as detailed in the **Privacy Policy**.

3.2 Conduct

You agree that you will be responsible for the user id and password issued to you for your use on the website and that you will be personally responsible for what occurs under your user id. You further agree that while using the website, not to: (1) post any content which is unlawful, threatening, abusive, defamatory, offensive, obscene, or otherwise objectionable in any way; (2) engage in fraudulent misrepresentations; (3) post any content

which violates the intellectual property rights of another; (4) engage in any activity that disrupts the web site in any way; (5) or otherwise violate any state or federal law. You consent and agree that we may preserve and disclose your personally identifiable information in order to enforce this Agreement, as required by applicable laws, when necessary to protect our rights, to prevent fraud, and when required to comply with a judicial process, administrative process, court order, or other legal process served on our website.

3.3 Submitted Content

You agree that you will be solely responsible for any information that you post or upload (“Content”) and you warrant and represent that the Content does not and will not infringe on any copyright or any other third party right, nor violate any applicable law or regulation; and you have the right to grant any and all necessary rights and licenses, including without limitation, all necessary copyright and other related rights to the Content, and the right to hyperlink to any web page links you provide, free and clear of any encumbrances, without violating the rights of any person or entity, including any right to privacy or publicity.

4. Indemnification

You, on behalf of yourself and each of your heirs, predecessors, successors, assigns and present and former parents, subsidiaries, related entities, affiliated and sister corporations, divisions, officers, owners, shareholders, employees, representatives and agents hereby fully, finally and forever agree to indemnify and hold harmless the Company and its heirs, successors, predecessors, assigns, and present and former parents, subsidiaries, related entities, affiliated and sister corporations (direct or indirect) divisions, officers, owners, directors, shareholders, employees, partners (limited or general), insurers, attorneys, expert witnesses, accountants, agents, principals and representatives from, any lawsuit, claim, or demand, including any reasonable attorneys’ fees, made by any third party arising out of Content submitted by you and made available through the website, your violation of the

T&Cs, or violation of any rights of another.

5. Termination

The Company reserves the right to terminate this Agreement and/or suspend your access to the website at any time, with or without cause, with or without notice. You agree that upon such termination, the Company, its heirs, predecessors, successors, assigns and present and former parents, subsidiaries, related entities, affiliated and sister corporations, divisions, officers, owners, shareholders, employees, representatives and agents shall not be liable to you or any third party under any circumstances.

6. Third Parties

You agree that this Agreement is between you and the Company and shall not be construed to the benefit of any third party.

7. Disclaimers

YOU AGREE THAT THE COMPANY PROVIDES THIS WEB SITE "AS-IS," "WITH ALL FAULTS" AND "AS AVAILABLE." THE COMPANY, ITS HEIRS, PREDECESSORS, SUCCESSORS, ASSIGNS, PRESENT AND FORMER PARENTS, SUBSIDIARIES, RELATED ENTITIES, AFFILIATED AND SISTER CORPORATIONS, DIVISIONS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY, ITS HEIRS, PREDECESSORS, SUCCESSORS, ASSIGNS, PRESENT AND FORMER PARENTS, SUBSIDIARIES, RELATED ENTITIES, AFFILIATED AND SISTER CORPORATIONS, DIVISIONS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS MAKE NO WARRANTY AND SHALL NOT BE HELD LIABLE FOR ANY INTERRUPTION OF SERVICE, OR IF THE WEBSITE DOES NOT MEET YOUR REQUIREMENTS, IS UN-SECURE, OR

RELIABLE, OR THE QUALITY OF ANY INFORMATION YOU ACCESS ON THIS WEB SITE; ANY SUCH INFORMATION IS ACCESSED AND DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OR CORRUPTION OF DATA THAT RESULTS.

8. Limitations on Liability

YOU AGREE THAT IN NO EVENT SHALL THE COMPANY, ITS HEIRS, PREDECESSORS, SUCCESSORS, ASSIGNS, PRESENT AND FORMER PARENTS, SUBSIDIARIES, RELATED ENTITIES, AFFILIATED AND SISTER CORPORATIONS, DIVISIONS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNATIVE DAMAGES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE WEB SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Intellectual Property Rights

The website and all of its contents, including but not limited to, trademarks, service marks, trade names, trade dress, text, opinions, photographs, images, illustrations, audio clips, video clips, and all other material (collectively the "Intellectual Property") are owned by or licensed for use by the Company. The Intellectual Property is protected from unauthorized use, copying, reproduction, and distribution by copyright, trademark, and other unfair competition laws under federal law, the laws of the various states and applicable international treaties. You agree not to make any use of the Intellectual Property without the prior written permission of the

Company. Any unauthorized use of the Intellectual Property is strictly prohibited.

The Company affords equal respect to the copyrights and other intellectual property rights of others. Therefore, if you believe that your intellectual property rights are being infringed in any way through the website, pursuant to the Digital Millennium Copyright Act (hereinafter the “DMCA”) please notify the Company’s copyright agent at the following address:

Keats McFarland & Wilson LLP
Anthony M. Keats, Esq
9720 Wilshire Boulevard, Penthouse Suite
Beverly Hills, California 90212
Email info@cropond.com

A proper DMCA notification should contain the following items:

- 1 a physical electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 identification of the work claimed to have been infringed, or a representative list;
- 3 identification of the material that is claimed to be infringing that is reasonably sufficient to permit us to locate the material;
- 4 information reasonably sufficient to allow us to contact you, including a name, address, telephone number, and email address;
- 5 a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the rights owner, agent or the law; and
- 6 a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the rights owner.

It is a violation of federal law to knowingly materially misrepresent that material is infringing.

10. Notice

The Company reserves the right to change or modify this Agreement at any time without notice to you, with the changes becoming effective at the time the modified Agreement is posted. We may, at our sole discretion, provide you with notice via email or notification on the website, regarding changes to the Agreement.

11. Entire Agreement

This Agreement constitutes the entire agreement between you and the Company, and no oral or written representations, warranties or inducements have been made concerning this Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. You specifically agree that should a dispute arise under this Agreement requiring interpretation of the same, you will not refer to previous versions of the Agreement. Rather, the interpretation of the Agreement shall be based only in the current language, terms, and conditions set forth herein.

12. Forum

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, excluding any conflict of law principles. All disputes arising under, out of, or in any way connected with the Agreement shall be litigated exclusively in the state and federal courts residing in California. In any such action, you agree to submit to the subject matter jurisdiction of such courts, and waive any objections to venue for such courts.

13. Waiver and Severability

The failure of the Company to assert a right under this Agreement or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by you. The provisions of this agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the

validity or enforceability of the remaining provisions hereof.

14. Force Majeure

The Company shall not be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions or any other cause which is beyond the reasonable control of the Company.

15. Statute of Limitations

You agree that regardless of any statute of law to the contrary, any claim or cause of action arising out of or related the Agreement or to the Company must be filed within one (1) year after such cause of action arose or you will be forever barred.

Effective Date: October 10, 2014

“CrocPond” Website

Privacy Policy

This website is operated by 32-7, Inc. (hereinafter collectively the “Company”, “we”, “us”, or “our”). This privacy policy agreement (hereinafter the “Privacy Policy”) applies to all of the websites which are operated by the Company, unless a separate and overriding privacy policy agreement is posted on that particular website and states that it is controlling for the purposes of that particular website. **By using this website you affirm that you have read and agree to this Privacy Policy.** In addition, please review the Terms of Use of this website, which govern your use of the website.

We respect your privacy and understand the value of protecting

personally identifiable information. While we may collect personally identifiable information in order to make your experience on our websites more rewarding, we pledge not to sell any personally identifiable information to any third party.

This Privacy Policy is intended to explain what information is collected by us and how that information is used. Please read this Privacy Policy carefully. Due to the ever-changing nature of the Internet, it is sometimes necessary to update the Privacy Policy. Accordingly, we reserve the right to update the Privacy Policy when necessary and/or for no reason at all. We will post any changes here and the revised Privacy Policy will become effective immediately upon posting, unless indicated otherwise.

[**Personally Identifiable Information Collection and Use**](#)

[**Children Under 13 Years of Age**](#)

[**Aggregate Information Collection and Use**](#)

[**Communications from the Site**](#)

[**User Forums**](#)

[**Security**](#)

[**Links**](#)

[**Sale or Merger**](#)

[**Legal Disclaimer**](#)

[**Contact Us/Unsubscribe**](#)

Personally Identifiable Information Collection and Use

We may ask you to give us personally identifiable information (hereinafter “PII”), which includes, but is not limited to, your name, email address, mailing address, and telephone number. We may ask you to disclose PII during a registration or email sign-up process, or to participate in a sweepstakes, or other event. At times, you may be asked to provide the PII of another person in order to send him/her an email about an upcoming event or service. Any PII belonging to another person, which you provide to us, will only be used for the purpose indicated when you provide it to us.

You understand that providing any PII or related information, such as personal interests or preferences, of yourself or another person, is wholly voluntary on your part and you may choose not to provide us with this information. However, doing so may limit your ability to interact with certain features of the website.

The Company has the ability to and at any time may aggregate the PII obtained through any of its websites and other readily obtainable information from other sources. This may include, but is not limited to, co-promotion opportunities with third parties, for example.

We only use the information we collect about you to, improve our services, contact you when necessary and/or as requested by you, provide reporting internally and anonymously to third parties in order to optimize the web site functionality, and in connection with contests or sweepstakes as disclosed to you when you provide us the information.

We will never sell personally identifiable information to any third party.

Children Under 13 Years of Age

We will never knowingly or intentionally collect any PII from children under thirteen (13) years of age. If you are under thirteen (13) years of age, please do not send any PII about yourself to us. If we discover that we have inadvertently obtained PII regarding a child under thirteen (13) years of age, we will use all commercially reasonable efforts to destroy such PII.

Aggregate Information Collection and Use

Aggregate Information (non-personally identifiable): When you visit our website, our servers collect certain non-personally identifiable information such as:

Log files: As with most other web sites, we automatically collect and store certain information on a regular basis. This information includes, but is not limited to internet protocol (“IP”) addresses, web browser information, Internet service provider (“ISP”), referring/exit pages, operating system, date/time stamp, and click data. This information is used to analyze trends, to administer the

site, and to gather demographic information about the user base as a whole. It is not personally identifiable information, nor is it linked to personally identifiable information.

HTTP Cookies: A cookie is a small text file sent by a web server to a user's browser that is used for authentication, record keeping, and tracking a user's activity on a website. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to warn you when cookies are being collected. Please be aware that if you disable cookies, you may not be able to interact with certain features of this website. Like most websites, we use cookies on this site, but we do not link them to personally identifiable information.

In addition to the non-personally identifiable information gathering methods listed above, from time to time, we may employ other similar methods to gather such non-personally identifiable information.

The Company may share certain non-personally identifiable or aggregate information with our partners and advertisers and utilize such information to optimize the functionality of the website and describe our services to prospective partners and other third parties. This aggregate information does not identify individual users and individual users will never be linked to their aggregate information and shared with a third party.

Communications from the Site

Promotions, Contests, and Newsletters: From time to time, we may conduct promotions or contests and issue newsletters. Participation in these promotions, contests, and newsletters is voluntary and you therefore have a choice whether or not to disclose any of your information. We may use a third party service provider to conduct the promotion or contest or administer the newsletter; such service provider will be prohibited from using your personally identifiable information for any other purpose. Any use and sharing of information gathered through promotions, contests, and newsletters will be disclosed to you during the sign-up process.

Customer Service Announcements: You may receive an initial email after the sign-up process welcoming you to our website. We may also communicate with you in response to your inquiries as necessary.

Service-related Announcements: From time to time, we may send you announcements regarding website access and other technical service announcements, but only when absolutely necessary. Although you may not opt-out of these communications, you may deactivate your account in order to stop receiving them.

User Forums

Any information you disclose during your use of any user forum on the website may be read, collected, or used by other website visitors who have access to the forum. Therefore, we cannot be responsible for any personally identifiable information, which you choose to submit to the forum for viewing by other users. In addition, we bear no responsibility for any action or policies of any third parties who collect any information you may disclose in the forums or other public areas, if any, of this website. If we become aware of any third party abuse of any forum on the website, we reserve the right to take further action, including but not limited to, suspending/canceling a user and/or other legal action.

Security

Security and protection of user information is a priority to us. When you enter personally identifiable information through our website registration and order forms, we employ secure sockets layer (SSL) cryptographic technology. However, it is impossible to completely ensure or warrant the security of any information you transmit to us through the Internet, so you do so at your own risk. Although no method of transmission of information over the Internet or storage is 100% secure, we strive to use only commercially accepted means to protect your personally identifiable information.

Links

When you visit our website or view an e-mail or other content

provided by us, you may have the opportunity to click on links that take you outside the Company's service to other content that is beyond our ability to control. If you follow any links to third-party sites, or content, we are not responsible for the content of those third party sites to which you visit. In addition, other websites you may reach through links from our website may have their own information collection and privacy protection practices, which may differ from ours.

Sale or Merger

Should the Company undergo a business transition, merger, sale, or acquisition by another entity, your personally identifiable information will likely be among the assets that are transferred.

Legal Disclaimer

We reserve the right to disclose your personally identifiable information as required by applicable laws, when necessary to protect our rights, to prevent fraud, and when required to comply with a judicial process, administrative process, court order, or other legal process served on our web site.

Contact Us/Unsubscribe

If you have any questions about this Privacy Policy, please contact us:

Keats McFarland & Wilson LLP

Anthony M. Keats, Esq

9720 Wilshire Boulevard, Penthouse Suite

Beverly Hills, California 90212

Email info@crocpond.com

If you wish to unsubscribe from receiving promotional material from this website, **[Click Here](#)**, or follow the instructions provided at the end of the e-mail message you receive. We intend to process your request as quickly as possible, but please keep in mind that an immediate response may be commercially unreasonable.

If you choose to opt out of your PII being shared with third parties as described above, you must opt-out each time you provide PII to us. Choosing to opt-out with respect to "third parties" does not apply to us, our licensees and/or co-branding participants. Please

note that even after you have opted out of allowing us to share your PII, you might continue to receive promotional materials from third parties unless and until you file an opt-out request with the other third party.

Effective Date: October 10, 2014