

TERMS OF USE HARVESTPRO.COM

Last Revised: 7/31/11

1. **Binding Effect.** This is a binding agreement. By using the Internet site located at www.harvestpro.com (the “Site”) or any services provided in connection with the Site (the “Service”), you agree to abide by these Terms of Use, as they may be amended by Harvest Productions, Ltd. (the “Company”) for harvestpro.com from time to time in its sole discretion. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. **YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.**

2. **Privacy Policy.** Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current privacy policy can be found by clicking on the Privacy Policy tab on this Site. Company’s Privacy Policy is expressly incorporated into this Agreement by this reference.

3. **Compliance with Intellectual Property Laws.** When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload any information or content (collectively, “Content”) in violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

4. **Limited Liability.** Company’s liability to you is limited. To the maximum extent permitted by law, in no event shall Company be liable for damages of any kind (including, but not limited to, special, incidental, or consequential damages, lost profits, or lost data, regardless of the foreseeability of those damages) arising out of or in connection with your use of the site or any other materials or services provided to you by Company. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

5. **Affiliated Sites.** Company has no control over, and no liability for any third party websites or materials. Company may work with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

6. **Prohibited Uses.** Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not

**TERMS OF USE
HARVESTPRO.COM**

Last Revised: 7/31/11

intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

7. **Indemnity.** You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, damage, or cost.

8. **Governing Law.** These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Orange County, California in all disputes arising out of or related to the use of the Site or Service.

9. **Severability; Waiver.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

10. **Modifications.** Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or other Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revisions shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

11. **Acknowledgement.** By your use of the Service, or accessing the Site, you acknowledge that you have read these terms of use and agree to be bound by them.