

The ZdeStores Privacy Policy & Terms of Conditions

This policy describes the types of information The ZdeStores.com gathers from its users it's Web sites and how that information is used. Please read this policy carefully before you provide us with any personal information. If you have questions about this policy, please email us: support@zdecorporation.com.

Information We Collect

We log your IP address in order to help diagnose problems with our server, administer our Web site and track usage statistics. Your IP address may vary each time you visit, or it may be the same, depending on whether you access our site through an always-on type of Internet connection (e.g., cable modem or DSL), or through a dial-up connection (e.g., AOL or Earthlink). Either way, it would be extremely difficult for us to identify you through your IP address, and we make no attempt to do so. If you reached our site by clicking on a link or advertisement on another site, then we also log that information. This helps us maximize our Internet exposure, and understand our users' interests. All of this information is collected and used only in the aggregate; that is, it is entered into our database, where we can use it to generate overall reports on our visitors, but not individual reports that identify you personally.

We also place a small text file known as a "cookie" on your computer's hard drive. A cookie may contain information that allows us to track your path through our Web site and to determine whether you have visited us before. However, unless you register with us, it contains no personally identifiable information that would allow us to identify you. Cookies cannot be used to read data off of your hard drive, and cannot retrieve information from any other cookies created by other Web sites. We use cookies in this manner to help us understand how visitors use our site, and to help us to improve our site. You may refuse to accept a cookie from us by following the procedures specific to your Web browser. Although you may do so, you may find that your browser reacts strangely when visiting not only our Web site, but other Web sites as well. Since cookies don't provide us with any information from which we can identify you, we suggest you allow us to place one on your computer.

We may use Web beacons on our site or other sites and may permit third parties to place them on our site to monitor the effectiveness of advertising or for other legitimate purposes. A Web beacon, also known as a "Web bug," is a small, graphic image on a Web page, Web-based document or in an e-mail message that is designed to allow the site owner or a third party to monitor who is visiting a site. Web beacons are often invisible to the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the Web page, document or e-mail message. Web beacons are represented as HTML IMG tags in the Web page; users can click on "view profiles" of the Web page to see whether the page is using a Web beacon. Web beacons collect the IP address of the computer that the Web beacon is sent to, the URL of the page the Web beacon comes from and the time it was viewed. Web beacons can also be linked to personal information. For example, advertising networks use Web bugs to add information to a personal profile of what sites a person is visiting and to determine what banner ads to display based on the profile. Another use of Web bugs is to provide an independent accounting of how many people have visited a particular Web site. Web bugs are also used to gather statistics about Web browser usage at different places on the Internet.

We record a list of reports which you may have viewed recently as well as a history of any subscriptions or communications you may have had with our customer service personnel, including any problems with the service you may have reported.

We also give you the option to give us your email address and other personal information so we can send you relevant emails on behalf of The ZdeStores.com our affiliates or third parties.

How We Use the Information We Collect

We use the information we collect to:

- Contact you for customer service reasons
- Send you emails which you have requested to receive
- Send you certain marketing communications & upcoming special deals for the week or month
- Diagnose and fix site problems

You may opt-out by contacting us at our customer service line or by sending an email to support@zdecorporation.com. We may also use the information you provide to allow us to contact you for administrative purposes; for example, to tell you about changes to our privacy policy.

Disclosure of Information

TheZdeStores.com does not rent or sell personal information about you to other people or non-affiliated companies, except when we have your consent to do so, as necessary to complete a transaction you have requested, when required by law, or when permitted to protect our rights or property. We reserve the right to use in any manner and disclose any non-personal information that we collect including cookie and traffic data.

We may release personal information when we believe release is appropriate to comply with the law (e.g., a lawful subpoena, warrant or court order); to enforce or apply our policies; to initiate, render, bill, and collect for amounts owed to us; to protect our rights or property, or to protect our user from fraudulent, abusive, or unlawful use of, our site or services; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

We may use third party service providers to assist us with the administration of the site or otherwise perform services on our behalf, including transaction processing and sending email. Such third parties may be supplied with or have access to your personal information solely to provide services to us or on our behalf.

Information about our users and the site is a business asset of The ZdeStores.com. Therefore, information about our users, including personal information, will be disclosed as part of any merger or acquisition, creation of a separate business to provide the site, our services or fulfill products, sale or pledge of company assets as well as in the event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of the business assets of the company.

Security

We use commercially reasonable security measures to protect the loss, misuse, and alteration of the information under our control. However, we cannot guarantee the protection of information against interception, misappropriation, misuse, or alteration or that your information may be not be disclosed or accessed by accidental circumstances or by the unauthorized acts of others. You should be aware that we have no control over the security of other sites on the Internet you might visit, interact with, or from which you buy products or services.

Your responsibilities

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify The ZdeStores.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The ZdeStores.com cannot and will not be liable for any loss or damage arising from your failure to comply with these instructions.

Personal information collected from government agencies

We recognize that publishing public information about you involves the publication of information about people. The information provided on this site is protected by the Freedom of Information Act, the corollary state laws, and the First Amendment; however, we oppose the use of the information on this site to invade the privacy of anyone.

As a courtesy, we permit limited suppression of personal information to subscribers. If you wish to have your personal information removed from this website, contact us. You will need to provide documented proof that you are the person or persons in question and that you live at the address in question, and we will take steps to remove references to your information on the site. As our site is updated regularly, we cannot promise that any such changes will be permanent.

Phone number data is the responsibility of your telephone service provider or the public agency which provided it. If you wish to have your phone number removed from the site, contact your provider or the appropriate agency to have your phone number de-listed or removed. It may take three to six months for this change to appear on the site.

Policy Changes

We reserve the right to change this policy should we deem it advisable to do so. If we make significant changes that affect the use or disclosure of your personal information, we will make reasonable efforts to notify you of the changes and to give you the opportunity to cancel your registration.

THE ZDESTORES TERMS & CONDITIONS OF USE

1. ACCEPTANCE OF TERMS

Use of this website is governed by the terms and conditions described below. Please read them carefully. Your use of this website indicates your acceptance of these terms and conditions. TheZdeStores.com reserves the right to make modifications to these Terms & Conditions of Use at any time and without notice to users. You accept the obligation to review these Terms & Conditions of Use prior to each use, and your use of this website constitutes an acceptance to be bound by any modifications. These Terms and Conditions of Use are referred to hereafter as the "Agreement".

In addition, when using particular Thezdestores.com owned or operated services, you and Thezdestores.com shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or are hereby incorporated by reference into the Agreement.

2. DESCRIPTION OF SERVICE

The term "Service" shall mean the Internet web pages, data, analyses, screens, reports, documentation, spreadsheets, photographs, maps and other information of any kind that are accessible through The ZdeStores.com web application, which application is currently located at various URLs owned and operated by The ZdeStores.com, as well as all updates, enhancements and modifications thereto, and all intellectual property contained therein. In addition, the meaning of "Service" shall include all correspondence, email, or data sent by The ZdeStores.com personnel or agents.

You also understand and agree that the Service may include advertisements or links to third party websites. You also understand and agree that the Service may include certain communications from The ZdeStores.com, such as service announcements, administrative messages and various emails, which may include attachments. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new The ZdeStores.com properties, shall be subject to the Agreement. You understand and agree that the Service is provided "AS-IS" and that Thezdegroupp.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. OWNERSHIP

3.1 Proprietary Information. User acknowledges and agrees that: (i) the Service, including, without limitation, any modifications, enhancements and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein (collectively, "Proprietary Information"), is owned by TheZdeStores.com and its third party content providers ("Content Providers"), as applicable; (ii) the Proprietary Information contains valuable copyrighted and proprietary material of TheZdeStores.com; (iii) the Proprietary Information is licensed, rather than sold, to User pursuant to this Agreement; and (iv) User has no rights in the Proprietary Information, other than the rights and licenses granted to User pursuant to this Agreement. TheZdeStores.com may disclose additional information to User in the form of upgrades, documentation or other support during the term of this Agreement and User agrees that such information shall also be deemed Proprietary Information.

3.2 Confidentiality. User hereby acknowledges that TheZdeStores.com may disclose to User, as part of or in conjunction with Proprietary Information, valuable confidential information of The ZdeStores.com. User agrees to hold all such confidential information in confidence and not to disclose such confidential information to anyone other than User's employees with a bona fide need to know, provided such employees are governed by a parallel confidentiality obligation of equal or greater force. Additionally, User agrees to use at least that degree of care which User uses to protect User's own information of a similar confidential nature, but in no event less than reasonable protection. Excluded from such confidential information is information which, as proven by User by clear and convincing

evidence, was in User's possession without confidential limitation prior to disclosure, is known or becomes known to the general public without breach of this Agreement, is received rightfully by User without confidentiality limitations from a third party, or is disclosed publicly by The ZdeStores.com without substantially similar confidentiality restrictions. This confidentiality obligation is to survive the termination, expiration or cancellation of this Agreement for any cause whatsoever, and to remain in force in perpetuity.

3.3 Competitive Services. User is prohibited from, and shall not, develop, market or sell any Competitive Service based on or derived in any way from Proprietary Information or from the benefits of know-how resulting from access to or work with The ZdeStores.com confidential information. The term "benefits of know how" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know how or techniques contained therein.

4. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, 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 the Service'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 The ZdeStores.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The ZdeStores.com 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).

5. PROPERTY OF THEZDESTORES.COM PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by TheZdeStores.com and its affiliates.

6. USER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify TheZdeStores.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. TheZdeStores.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

7. USER CONDUCT

You understand that all information, data, text, photographs, graphics, video, maps, messages, tags, or other materials ("Content") are the sole responsibility of the person from whom such Content originated. This means that you, and not TheZdeStores.com, are entirely responsible for all Content that you make available via the Service. Thezdegroupp.com does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will TheZdeStores.com be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Service.

You agree to not use the Service to:

- a. 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 Thezdegrou.com official, falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forges headers or otherwise manipulates identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. makes 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. make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. 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 forums) that are designated for such purpose (please read our complete spam policy located at http://www.TheZdeStores.com/mason/text/spam_policy.html);
- h. 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. 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;
- j. intentionally or unintentionally violates any applicable local, state, national or international law;

You acknowledge that TheZdeStores.com may or may not pre-screen Content, but that TheZdeStores.com and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service, including, but not limited to, for sale listings and photographs. Without limiting the foregoing, TheZdeStores.com and its designees shall have the right to remove any Content that violates the Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by TheZdeStores.com or submitted to TheZdeStores.com, including without limitation information in TheZdeStores.com forums and in all other parts of the Service.

You acknowledge, consent and agree that TheZdeStores.com 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 the 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 TheZdeStores.com, 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 the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TheZdeStores.com and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the 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.

8. INTERSTATE NATURE OF COMMUNICATIONS ON THEZDESTORES.COM NETWORK

When you register with TheZdeStores.com, you acknowledge that in using TheZdeStores.com services to send electronic communications (including but not limited to search queries, uploading photos and files to

TheZdeStores.com, and other Internet activities), you will be causing communications to be sent through TheZdeStores.com computer networks, portions of which are located in New York and other locations in the United States and portions of which may be located abroad. As a result, and also as a result of TheZdeStores.com 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 Agreement, you acknowledge that use of the service results in interstate data transmissions.

9. 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.

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

TheZdeStores.com 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 TheZdeStores.com the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to photos and graphics you submit or make available for inclusion on the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service 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 on the Service and will terminate at the time you remove or TheZdeStores.com removes such Content from the Service.
- With respect to Content other than photos or graphics you submit or make available for inclusion on the Service, the perpetual, irrevocable and fully sub licensable 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.

11. INDEMNITY

You agree to indemnify and hold TheZdeStores.com 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 the Agreement, or your violation of any rights of another.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your TheZdeStores.com User ID or password), use of the Service, or access to the Service. Unless otherwise agreed with TheZdeStores.com in writing, your user ID and password is for the use of one and only person, you.

13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that TheZdeStores.com may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that uploaded Content will be retained by the Service 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 TheZdeStores.com has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that TheZdeStores.com reserves the right to log off accounts that are inactive for an extended period of time or exceed TheZdeStores.com usage limits, which are determined at the sole discretion of TheZdeStores.com. You further acknowledge that Thezdestores.com reserves the right to modify these general practices and limits from time to time.

14. MODIFICATIONS TO SERVICE

TheZdeStores.com 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 TheZdeStores.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

15. TERMINATION

You agree that TheZdeStores.com may, *under certain circumstances and without prior notice*, immediately terminate your TheZdeStores.com account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the 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 TheZdeStores.com account includes (a) removal of access to all offerings within the Service, including but not limited to TheZdeStores.com Reports, Sales Photographs, Phone Numbers, and Maps, (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 TheZdeStores.com sole discretion and that TheZdeStores.com shall not be liable to you or any third party for any termination of your account or access to the Service.

16. 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 TheZdeStores.com 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.

17. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because TheZdeStores.com has no control over such sites and resources, you acknowledge and agree that TheZdeStores.com 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 TheZdeStores.com 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.

18. THEZDESTORES.COM'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service 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 TheZdeStores.com or advertisers, you agree not to modify, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

TheZdeStores.com 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 TheZdeStores.com for use in accessing the Service. You agree not to access or copy any portion of the Service through any automated viewing and downloading systems.

19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEZDESTORES.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. THEZDESTORES.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THEZDESTORES.COM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

20. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THEZDEGROUP.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THEZDESTORES.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

21. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning investments or real estate transactions, please read the above Sections 18 and 19 again. They are especially relevant to you. In addition, for this type of information particularly, the phrase "Let the investor

beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for investing or real estate transaction purposes. TheZdeStores.com and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any investment or real estate transaction decisions based on such information.

22. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

23. NOTICE

TheZdeStores.com may provide you with notices, including those regarding changes to the Agreement, by email, regular mail or postings on the Service.

24. TRADEMARK INFORMATION

The TheZdeStores.com, TheZdeStores.com logo, Free TheZdeStores.com, and trademarks and service marks and other TheZdeStores.com logos and product and service names are trademarks of TheZdegroupp.com. (TheZdeStores.com.Marks"). Without TheZdeStores.com prior permission, you agree not to display or use in any manner the TheZdeStores.com Marks.

25. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

TheZdeStores.com respects the intellectual property of others, and we ask our users to do the same. TheZdeStores.com may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide TheZdeStores.com 's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a 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;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

TheZdeStores.com Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

TheZdeStores.com
c/o The Zde-Group of Companies
25-54 12th Street, Suite 1A,
Astoria, NY 11102

By phone: (844) 325-2686
By fax: (718) 267-7771
By email: support@zdecorporation.com

26. ADHERENCE TO LOCAL, STATE, AND FEDERAL LAWS

You agree that you are solely responsible for your use of TheZdeStores.com, including names, addresses, and telephone numbers. You agree that you are aware of any local, state, and federal laws regarding the use of such information, including but not limited to privacy, do-not-mail, and do-not-call statutes, and you shall observe all such laws. You agree to indemnify and hold TheZdeStores.com and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless for any breach of such laws on your part.

27. GENERAL INFORMATION

27. Entire Agreement. The Agreement constitutes the entire agreement between you and TheZdeStores.com and governs your use of the Service, superseding any prior agreements between you and TheZdeStores.com with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other TheZdeStores.com, affiliate services, third-party content or third-party software.

27.2 Choice of Law and Forum. The Agreement and the relationship between you and TheZdeStores.com shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and TheZdeStores.com agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Kings, New York.

27.3 Waiver and Severability of Terms. The failure of TheZdeStores.com to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

27.4 No Right of Survivorship and Non-Transferability. You agree that your TheZdeStores.com account is non-transferable and any rights to your TheZdeStores.com ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

27.5 Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

28. VIOLATIONS

Please report any violations of the Agreement to our Customer Service group at support@Thezdecorporation.com.