

TERMS AND CONDITIONS

WEBSITE TERMS OF USE

EFFECTIVE DATE: JUNE 9, 2017

DA3, LLC and its authorized business partners, affiliates, subsidiaries, and agents (collectively, “**DA3**”) welcomes you to Parapitol.net (“**Site**”). These Terms of Use (“**Agreement**”) constitute a legally binding agreement between DA3 and you, whether personally or on behalf of an entity (“**You**”), so please read them carefully. By accessing or using this Site, You acknowledge that You have read, understand, and agree to be bound by these terms. If You do not agree to be bound by these terms, You may not use this site.

I. USE OF SITE

To access this Site or some of the resources it offers, You may be asked to provide certain contact information or other details. It is a condition of Your use of this site that all the information You provide on this Site will be correct, current, and complete. If DA3 believes the information You provide is not correct, current, or complete, Living Essentials has the right to refuse You access to this Site or any of its resources, and to terminate or suspend Your access at any time.

II. PROHIBITED USE OF THE SITE

You may only use this Site for purposes expressly permitted by this Agreement. As a condition of Your use of DA3’ Site, You warrant to DA3 that You will not use the Site for any purpose that is unlawful or prohibited by this Agreement. For example, You may not (and may not authorize any party to) (i) co-brand this site, (ii) frame this Site, or (iii) hyper-link to this Site without the express prior written permission of an authorized representative of DA3. For purposes of this Agreement, “co-branding” means to display a name, logo, or trademark, in such a manner as is reasonably likely to give a user the impression that such party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with DA3 in preventing any unauthorized co-branding, framing or hyper-linking. In addition, You may not use DA3’ Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt

to obtain any materials, content, or information through any means not intentionally made available or provided for through the Site.

III. INTELLECTUAL PROPERTY

Trademarks, service marks, logos, and copyrighted works (including the collection and arrangement of content) appearing in this Site are the property of DA3 or the party that provided the trademarks, services marks, logos, and copyrighted works to DA3. Except as provided in this Agreement, DA3 does not grant You any express or implied right in or under any patents, trademarks, copyrights, or trade secret information. In accordance with the Limited Liability section of this Agreement, as part of the use of this Site, You agree not to bring any claim against DA3, its affiliates, officers, directors, employees, agents, sponsors, third party content providers, licensors, licensees or the like for any claim of intellectual property infringement.

IV. HYPERLINKING/LINKED SITES

This Site may provide a link to other websites by allowing You to leave this Site to access third-party material ("**Linked Site**"). DA3 is not related to, nor does it have discretion to alter, update, or control the content on a Linked Site. DA3 has not reviewed such Linked Sites and is not responsible for the content of those sites. The fact that DA3 provides a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. Linked Sites are to be accessed at the user's own risk, and DA3 makes no representations or warranties about the content, completeness or accuracy of these Linked Sites. You should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on this Site. DA3 is not responsible for such provisions and expressly disclaims any and all liability related to such provisions.

V. DISCLAIMER OF WARRANTY

You expressly agree that use of the Site is at Your sole risk. Neither DA3 nor its affiliates, any of their officers, directors, employees, agents, third-party content providers, sponsors, or licensors (collectively, "**Providers**"), or the like, warrant that this Site will be uninterrupted or error-free; nor do they make any warranty as to the

results that may be obtained from the use of this Site or as to the accuracy, completeness, reliability, or security of the Materials. **This Site and the information, content, and materials on this Site are provided on an “as is,” “where is,” and “where available” basis. DA3 makes no representations or warranties of any kind, express or implied, as to the operation of the Site, or to the content, information, or the materials on this Site. DA3 expressly disclaims all warranties of any kind, express or implied, to the fullest extent permissible under applicable law, with respect to any of the materials, content, or information on this site or your use of this site generally, including warranties of merchantability, accuracy of information, quality, title, fitness for a particular purpose, and non-infringement.** You, and on behalf of Your agents, attorneys, employees, predecessors-in-interest, successors-in-interest, partners, associates, members, officers, directors, affiliates, subsidiaries, associations, shareholders, trusts, trustees, heirs, executors, assigns, and transferees, hereby fully release, discharge, waive, and absolutely forgive DA3, and each of its respective agents, attorneys, employees, predecessors-in-interest, successors-in-interest, partners, associates, members, officers, directors, affiliates, subsidiaries, associations, shareholders, trusts, trustees, heirs, executors, assigns, and transferees, from any and all lawsuits, demands, controversies, disputes, actions, causes of action, rights to accountings, fees, invoices, billings, proceedings, obligations, debts, liabilities, costs, disbursements, expenses, attorneys’ fees, damages and other claims of whatever character, nature and kind, in law or in equity, past, present or future, known or unknown, joint or several, suspected or unsuspected, arising from or relating to Your use of the Site and/or any works obtained therefrom (collectively, **“Claims”**). You covenant not to sue with respect to any Claim subject to the foregoing release, discharge or waiver.

You understand that DA3 cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your

particular requirements for accuracy of data input and output, and for maintaining a means external to this site for any reconstruction of any lost data. DA3 does not assume any responsibility or risk for Your use of the Internet.

VI. LIMITATION OF LIABILITIES

DA3, its subsidiaries, affiliates, licensors, service providers, attorneys, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss data, use, revenue or income, pain and suffering, emotional distress, or similar damages, even if DA3 has been advised of the possibility of such damages.

The foregoing limitation applies to claims based on warranty, contract, tort (including negligence), liability, or any other legal theory. Some jurisdictions do not allow limiting liability for certain damages. In such jurisdictions, DA3' liability shall be limited to the extent permitted by law. In no event will the collective liability of DA3 and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$100 or the amount You have paid to DA3 for the applicable content or service out of which liability arose.

VII. INDEMNIFICATION

Each time You use this Site You confirm Your acceptance of and agreement to be bound by this Agreement. You shall, and hereby do, indemnify, defend, and hold harmless DA3, its affiliates, agents, employees, sponsors, and licensors from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to Your user-submitted content, use of the Site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right. This includes, but is not limited to, defense and indemnification of DA3 for any unlawful or unpermitted uploading of any information by a user. This indemnification shall survive any termination or suspension of Your use of this Site.

VIII. NONEMPLOYMENT CONTENT SUBMISSIONS

All user-submitted content You submit, whether publicly posted or privately transmitted, is Your sole responsibility. This means that You, and not DA3, are entirely responsible for all content that You upload, post, e-mail, or otherwise transmit via this Site. You shall not transmit content or otherwise conduct or participate in activities on the Site that are prohibited by law in applicable jurisdictions. You hereby grant to DA3 a royalty-free, perpetual, irrevocable, non-exclusive right and license (with the right to sublicense through multiple tiers) to use, reproduce, copy, modify, publish, adapt, host, cache, index, archive, create derivative works from, translate, perform, display, and distribute all Your user-submitted content, in whole or in part, worldwide and to incorporate it in other works in any form, media or technology now known or herein after developed without accounting, notification, credit, or other obligation to You. DA3 does not control user content. DA3 has the right but not the obligation to monitor Your submissions and reserves the right to modify, move, or remove any content at any time and for any reason in its sole discretion. You grant DA3 the right to use any material, information, ideas, concepts, know-how, or techniques contained in any content You provide or otherwise submit to DA3 for any purpose whatsoever, including but not limited to, educational purposes and developing and marketing commercial products (as DA3 deems fit in its sole discretion) using such information. You will not be entitled to any compensation for any of the rights You grant to DA3 for Your submitted content. You authorize DA3 to use Your name, likeness, and any other information in connection with use of the user content You provide. You agree that DA3 may use or disclose information about You or Your use of this Site, including Your submitted content, to comply with laws and requests by governmental or regulatory agencies, to protect or defend DA3' rights or property, or to protect the safety of DA3, DA3' employees, agents, sponsors, membership, or the public.

IX. EMPLOYMENT CONTENT SUBMISSIONS

All employment-related content You submit, whether publicly posted or privately transmitted, is Your sole responsibility. This means that You, and not DA3, are entirely responsible for all employment-related content that You upload, post, e-mail, or otherwise transmit via this

Site. You shall not transmit content or otherwise conduct or participate in activities on the Site that are prohibited by law in applicable jurisdictions. DA3 does not control user content. DA3 has the right but not the obligation to monitor Your submissions and reserves the right to modify, move, or remove any content at any time and for any reason in its sole discretion. You agree that DA3 may use or disclose information about You or Your use of this Site, including Your submitted content, to comply with laws and requests by governmental or regulatory agencies, to protect or defend DA3' rights or property, or to protect the safety of DA3, DA3' employees, agents, sponsors, membership, or the public.

X. TERM AND TERMINATION

Living Essentials reserves the right to terminate Your access to any part or the entire Site at any time without notice for any reason whatsoever. DA3 also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion. DA3 reserves the right to seek all remedies available at law and in equity for any violation of this Agreement. Sections V–XVI shall survive the termination of this Agreement.

XI. NO AGENCY OR THIRD PARTY BENEFICIARY

You agree that no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship exists as a result of this Agreement or use of the Site. You acknowledge that You do not have authority or power to bind DA3. In no event shall DA3 be liable for any representation, act, or omission made by You. The parties further agree that nothing in this Agreement is intended, or shall be construed, as creating any rights in third parties.

XII. CONTROLLING LAW, JURISDICTION AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida without reference to its conflicts of laws provisions. You specifically consent to personal jurisdiction in Florida in connection with any dispute between You and DA3 arising out of this Agreement, use of this Site, or pertaining to the subject

matter hereof. You agree the exclusive venue for any dispute between the DA3 and You arising out of this Agreement or Your use of this Site will be in the state and federal courts in Palm Beach County, Florida or the United States District Court for the Eastern District of Florida respectively.

DA3 makes no representation that the materials are appropriate or available for use outside the United States. If You access this Site from outside the United States, You will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to Your use of this Site.

XIII. ENTIRE AGREEMENT, SEVERABILITY, AND WAIVER

This Agreement constitutes the entire agreement between DA3 and You with respect to this Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and DA3 with respect to this Site. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. Any failure by DA3 to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provision or any other provision of this Agreement.

XIV. MODIFICATIONS TO AGREEMENT

DA3 may revise this Agreement at any time and You agree to be bound by the revised Agreement. Any such modifications will become effective upon the date they are first posted to this Site. It is Your responsibility to return to this Agreement from time to time to review the most current terms and conditions. DA3 does not, and will not, assume any obligation to notify You of changes to this Agreement. You agree to be bound by any affirmation, assent, or agreement You transmit through this Site, including but not limited to any consent You give to receive communications from DA3 solely through electronic transmission. You agree that, when in the future You click on an “I agree”, “I consent” or other similarly worded button or entry field on this Site, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.

XV. VIOLATION OF TERMS AND CONDITIONS

Any use of this Site in violation of the foregoing violates these Terms and Conditions and may result, among other actions, in termination or suspension of Your rights to use the Site. Any decision as to whether Your user content or actions violate these Terms and Conditions will be made in DA3' sole discretion.

XVI. SECURITY

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If You become involved in any violation of system security, DA3 reserves the right to release Your details to system administrators at other sites in order to assist them in resolving security incidents. DA3 reserves the right to investigate suspected violations of this Agreement.

DA3 reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing DA3 to disclose the identity of anyone posting, publishing or otherwise making available any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS DA3 FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DA3 DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER DA3 OR LAW ENFORCEMENT AUTHORITIES.

XVII. MISCELLANEOUS

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain.