

WEBSITE TERMS OF USE

WEBSITE TERMS OF USE

1. AGREEMENT

These Terms of Use (“the **Agreement**”) constitute a legally binding agreement by and between KDMcCrite.com (“**KDMcCrite.com**”) and you or your company (in either case, “**You**” or “**Your**”) concerning Your use of KDMcCrite.com’s website (the “**Website**”) and the services available through the Website (the “**Services**”). By using the Website, You represent and warrant that You have read and understood, and agree to be bound by, the Agreement and KDMcCrite.com’s {[Privacy Policy](#)} (the “**Privacy Policy**”). IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES.

2. PRIVACY POLICY

By using the Website, You consent to the collection of certain information about You, as specified in the {[Privacy Policy](#)} and incorporated herein by reference. KDMcCrite.com encourages Users of the Website to frequently check KDMcCrite.com’s Privacy Policy for changes.

3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet and wireless technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, KDMcCrite.com RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless KDMcCrite.com obtains Your express consent, any revised Privacy Policy will apply only to information collected by KDMcCrite.com after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

4. ELIGIBILITY

BY USING THE WEBSITE OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual using the Website or Services on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. The Agreement is void where prohibited.

5. THIRD-PARTY WEBSITES

The Website may be linked with the websites of third parties (“**Third-Party Websites**”), some of whom have established relationships with KDMcCrite.com and some of whom do not. KDMcCrite.com does not have control over the content and performance of Third-Party Websites. KDMcCrite.com HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. ACCORDINGLY, KDMcCrite.com

DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. KDMcCrite.com DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

6. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, KDMcCrite.com grants You a non-exclusive, non-sub-licensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services, including without limitation, Learning or Training Materials. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of KDMcCrite.com or any other party. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

7. CONSENT TO RECEIVE EMAIL

By using the Website and the Services, You consent to receive periodic email communications in connection with the Services. If you sign up for any KDMcCrite.com email alert or other email publications, you thereby consent to receive periodic email communications from KDMcCrite.com regarding virtual assistant resources, special announcements regarding upcoming industry events, new product offers and other matters.

8. USER CONTENT

“**User Content**” is any content, materials or information, not including Personal Information (as defined in KDMcCrite.com’s {[Privacy Policy](#)}), that You upload or post to, or transmit, display, perform or distribute by means of, the Website, whether in connection with Your use of Services or otherwise. YOU HEREBY GRANT KDMcCrite.com AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, ASSIGNS, AND CONTRACTORS (COLLECTIVELY, THE “**KDMcCrite.com Parties**”) A PERPETUAL, FULLY PAID-UP, WORLDWIDE, SUBLICENSABLE, IRREVOCABLE, ASSIGNABLE LICENSE TO COPY, DISTRIBUTE, TRANSMIT, PUBLICLY DISPLAY OR

PERFORM, EDIT, TRANSLATE, REFORMAT AND OTHERWISE USE USER CONTENT IN CONNECTION WITH THE OPERATION OF THE WEBSITE, SERVICES OR ANY OTHER SIMILAR OR RELATED BUSINESS, IN ANY MEDIUM NOW EXISTING OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN ADVERTISING AND PUBLICITY. YOU FURTHER AGREE THAT THE KDMcCrite.com PARTIES MAY PUBLISH OR OTHERWISE DISCLOSE YOUR NAME AND/OR ANY USER NAME OF YOURS IN CONNECTION WITH THEIR EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION. YOU AGREE TO WAIVE, AND HEREBY WAIVE, ANY CLAIMS ARISING FROM OR RELATING TO THE EXERCISE BY THE KDMcCrite.com PARTIES OF THE RIGHTS GRANTED UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO YOUR RIGHTS OF PERSONAL PRIVACY AND PUBLICITY. YOU WILL NOT BE COMPENSATED FOR ANY EXERCISE OF THE LICENSE GRANTED UNDER THIS SECTION. You hereby represent and warrant that You own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided the KDMcCrite.com Parties under this section.

9. OBJECTIONABLE CONTENT

You represent and warrant that you shall not use the Website or Services to upload, post, transmit, display, perform or distribute any content, information or materials that: (a) are libelous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, pornographic, may constitute child pornography, may solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18, or are otherwise objectionable; (b) advocate or encourage conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (c) advertise or otherwise solicit funds or constitute a solicitation for goods or services; or (d) violate any provision of this Agreement or any other KDMcCrite.com agreement or policy (collectively, “**Objectionable Content**”). KDMcCrite.com may monitor the Website for Objectionable Content. Without limiting any of its other remedies, KDMcCrite.com reserves the right to terminate Your use of the Website and Services or Your uploading, posting, transmission, display, performance or distribution of Objectionable Content. KDMcCrite.com, in its sole discretion, may delete any Objectionable Content from its servers. KDMcCrite.com intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

10. PROHIBITED USES

KDMcCrite.com imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) violate or attempt to violate any security features of the Website or Services; (b) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (c) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (d) interfere or attempt to interfere with the use of the Website or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”; (e) use the Website or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (f) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Website or Services; or (g) attempt 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 the KDMcCrite.com Parties in providing the Website or Services. Any violation of this section may subject You to civil

and/or criminal liability.

11. REFUND POLICY

Purchases of Services will not be refunded except as specifically set forth on the Website or in any other agreement between You and KDMcCrite.com. All purchases or service fees are final.

12. INTELLECTUAL PROPERTY

(a) Compliance with Law

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. **YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES. THE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS RESTS SOLELY WITH YOU.**

(b) Copyrighted Materials; Copyright Notice

All Content and other materials available through the Website and Services, including without limitation the Training Materials, KDMcCrite.com logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by KDMcCrite.com or are the property of Third-Party Service Providers or KDMcCrite.com's other licensors and suppliers. Except as explicitly provided, neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to any such materials. Copyright © 2004 to the present, Kathaleen McCrite -KDMcCrite.com. ALL RIGHTS RESERVED.

(c) Digital Millennium Copyright Act (DMCA) Policy

As KDMcCrite.com asks others to respect KDMcCrite.com's intellectual property rights, KDMcCrite.com respects the intellectual property rights of others. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want KDMcCrite.com to delete, edit, or disable the material in question, you must provide KDMcCrite.com with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit KDMcCrite.com to locate the material; (d) information reasonably sufficient to permit KDMcCrite.com to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the

owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to KDMcCrite.com's designated agent at:

AGENT

Kathaleen McCrite

KDMcCrite.com

910 North Maple,

Harrison, AR 72601

kaydee@kdmccrite.com

13. DISCLAIMERS; LIMITATION OF LIABILITY

(a) NO WARRANTIES

KDMcCrite.com, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, KDMcCrite.com, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER KDMcCrite.com NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER KDMcCrite.com NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER FOR YOUR USE OF THE WEBSITE OR SERVICES.

(b) YOUR RESPONSIBILITY FOR DAMAGE

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD KDMcCrite.com OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

(c) LIMITATION OF LIABILITY

THE LIABILITY OF KDMcCrite.com AND ITS LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL KDMcCrite.com OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE,

REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO KDMcCrite.com OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. 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. ADDITIONALLY, THE MAXIMUM LIABILITY OF KDMcCrite.com AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE PRICE YOU PAID TO KDMcCrite.com DURING THE YEAR PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND US A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN KDMcCrite.com AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

(d) APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND KDMcCrite.com OR BETWEEN YOU AND ANY OF KDMcCrite.com'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. KDMcCrite.com'S THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

14. GENERAL REPRESENTATION AND WARRANTY

You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other KDMcCrite.com policies, and with any applicable laws or regulations.

15. INDEMNITY BY YOU

You agree to defend, indemnify and hold harmless KDMcCrite.com and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns, contractors and Third-Party Service Providers (collectively, the "**KDMcCrite.com Parties**") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "**Claims**"), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) Your access to or use of the Website or Services; or (iii) Your provision to KDMcCrite.com or any of the KDMcCrite.com Parties of information or other data. The KDMcCrite.com Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless the KDMcCrite.com Parties. You may not settle any Claim without the prior written consent of the concerned KDMcCrite.com

Parties.

16. GOVERNING LAW; JURISDICTION AND VENUE

The Website, Services, and this Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in Harrison, Arkansas USA and shall be governed by and construed in accordance with the laws of the United States of America without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, ALL ADVERTISING RELATING THERETO, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, ALL ADVERTISING RELATING THERETO, OR THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO HARRISON, ARKANSAS USA. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

17. TERMINATION

Either party may terminate this Agreement and its rights hereunder at any time, for any or no reason at all, by providing to the other party notice of its intention to do so, in the manner required by this Agreement. This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by KDMcCrite.com. Upon termination, all rights and obligations created by this Agreement will terminate. For clarification, termination of this Agreement will not relieve You of Your obligation to pay any fees owed KDMcCrite.com or any Third-Party Service Provider.

18. NOTICES

All notices required or permitted to be given under this Agreement must be in writing. KDMcCrite.com shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to KDMcCrite.com. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH KDMcCrite.com IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY KDMcCrite.com OF AN EMAIL TO THAT ADDRESS. You shall give any notice to KDMcCrite.com by means of: (i) hand delivery; (ii) certified U.S. mail, return receipt requested, postage prepaid; or (iii) overnight courier, each as send to [910 North Maple, Harrison, AR 72601]. You agree that any notice received from KDMcCrite.com electronically satisfies any legal requirement that such notice be in writing.

19. GENERAL

This Agreement constitutes the entire agreement between KDMcCrite.com and You concerning Your use of the Website. This Agreement and any other written agreements executed between You and KDMcCrite.com or any Third-Party Service Providers constitute the entire agreement concerning Your use of the Services. This Agreement may only be modified by a written amendment signed by an

authorized executive of KDMcCrite.com or by the unilateral amendment of this Agreement by KDMcCrite.com and by the posting by KDMcCrite.com of such amended version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of KDMcCrite.com. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You and KDMcCrite.com are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except for the KDMcCrite.com Parties as and to the extent set forth in Sections 14, 19 and 22(e), and KDMcCrite.com's Third-Party Service Providers, licensors and suppliers as and to the extent expressly set forth in Section 17, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to KDMcCrite.com and KDMcCrite.com's Third-Party Service Providers, licensors and suppliers, and would therefore entitle KDMcCrite.com or KDMcCrite.com's Third-Party Service Providers, licensors or suppliers, as the case may be, to injunctive relief.