

TERMS OF USE AGREEMENT OF RAINCROSS HOSPITALITY CORPORATION

The following Terms of Use Agreement (“**Agreement**”) governs the use of www.riversidecvb.com (“**Site**”), including, without limitation, participation in its forums, content uploads, submissions and all other areas (except to the extent stated otherwise on a specific page) as provided by Raincross Hospitality Corporation (“**Raincross**”, “**we**”, or “**our**”), doing business as Riverside Convention Center, Riverside Convention & Visitors Bureau, Riverside Sports Commission and Riverside Film Commission.

Please read the rules contained in this Agreement carefully. Users of the Site (“**users**” or “**you**”) can access this Agreement any time by visiting <http://riversidecvb.com>. Your use of any aspect of the Site constitutes your agreement to comply with this Agreement in its entirety. The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. It is your responsibility to review this Agreement periodically, and continued access of the Site by you will constitute your acceptance of any changes or revisions to the Agreement. If at any time you find this Agreement, or any portion of this Agreement, unacceptable, you must immediately leave this Site and cease all use of any and all services provided in connection with this Site (“**Services**”).

Your failure to follow the rules outlined in this Agreement, whether listed below or posted at various points on the Site, may result in suspension or termination of your access to the Site, without notice, in addition to all other remedies available at law or in equity to Raincross.

1. Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Site, including in any forums, content uploads and submissions to foster compliance with this Agreement. All users of the Site hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Site, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

2. Privacy Policy

A complete statement of Raincross’s current privacy policy can be found by visiting <http://riversidecvb.com>. Raincross’s privacy policy is expressly incorporated into this Agreement by this reference.

Raincross may at times require that you register and/or set up an account to use certain portions of the Site, or the Site as a whole. In order to do so, you may be provided, or required to choose, a password, user name, and/or other registration information (collectively, “**Registration Information**”). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Site, if available.

If you register and/or set up an account on the Site, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information or this Agreement to any third party without our written approval. Any attempt to do so will be null and void, of no force or effect, and shall be considered a material breach of this Agreement. You are solely responsible for all usage or activity on your account, including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. If you have reason to believe that your account is no longer secure (for

example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Site), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or notify Raincross by sending a notification to the attention of our privacy policy coordinator via the information on this Site's "Contact Us" page.

Raincross, its affiliates, officers, directors, consultants, agents and representatives ("**Representatives**") shall not be liable for any loss that you incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by Raincross and its Representatives due to someone else's use of your account or password.

3. Products or Services

Raincross or third parties may charge you fees for products or services offered for sale through the Site, or for access to portions of the Site or the Site as a whole. You agree to pay all fees and charges, including applicable taxes, incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for any products or services offered for sale through the Site by Raincross or by any third party vendor or provider (such fees, charges and taxes shall collectively be referred to as "**Fees**"). Raincross reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice to you.

If you submit your credit, debit or charge card information to Raincross upon registration or otherwise, you give Raincross permission to charge all Fees incurred through your account to the credit, debit or charge card you designate. Any additional Fees (other than renewal fees) will be charged at the time they are incurred. If payment cannot be charged to your credit, debit or charge card or your payment is returned to Raincross for any reason, including charge back, Raincross reserves the right to either suspend or terminate your account and all its obligations under this Agreement.

4. Rules of Usage

Use of the Site by You

The Site is not intended for users under the age of 13, and Raincross does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using portions of the Site for which registration is required, such as our content submissions and information requests; any information submitted by such users will not knowingly be used, posted or retained by us.

THIS AGREEMENT IS A BINDING AGREEMENT. YOU AGREE THAT BY USING THE SITE, YOU REPRESENT THAT (I) YOU ARE AT LEAST 18 YEARS OLD AND LEGALLY ABLE TO ENTER THIS AGREEMENT, (II) HAVE OBTAINED THE CONSENT OF A PARENT OR LEGAL GUARDIAN TO ENTER THIS AGREEMENT AND USE THE SITE OR (III) ARE OTHERWISE LEGALLY ABLE TO ENTER INTO AND BIND YOURSELF TO THIS AGREEMENT.

Unless otherwise specified, the Site is intended for your personal use only. You may not authorize others to use the Site, and you are responsible for all use of the Site by you and by those you allow to use, or provide access to, the Site. You may not impersonate, imitate or pretend to be somebody else when using the Site.

You may not provide to or post on or through the Site any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising, and/or commercial offers. You may not repeat the same posting multiple times in a day or week.

You agree not to use any obscene, indecent or offensive language or to provide to or post on or through the Site any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia and personal attacks when using the Site.

You further agree not to use any sexually suggestive language or to provide to or post on or through the Site any graphics, text, photographs, images, video, audio or other material that is sexually suggestive or appeals to a prurient interest.

You may not provide to or post on or through the Site any graphics, text, photographs, images, video, audio or other material that invades anyone's privacy, or facilitates or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation. You agree to use the Site only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Do not provide to or post on or through the Site any graphics, text, photographs, images, video, audio or other material that includes instructions for weapon and/or explosive manufacture or use.

You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post on the Site, including, without limitation, in content submissions, uploads or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner(s) of such rights.

The Site may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use ("**Assets**"). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we (and our licensors) grant to you the limited, non-exclusive, right and license to use the Assets solely as described on the Site, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices.

The Site also contains other graphics, text, photographs, images, video, audio, software, code and other material that is provided by Raincross or its licensors and is not clearly identified as, or intended, for your use, including, without limitation, the organization, design, compilation and "look and feel" of the Site and advertising thereon ("**Site Content**"). The Site Content is protected by state, national and international copyright and other intellectual property laws, and is the property of Raincross or its licensors. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion or other use or change by you, directly or indirectly, of any such Site Content, including, but not limited to, the removal or alteration of advertising, is strictly prohibited.

You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Site, including, without limitation, the Assets or Site Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Raincross or the Site.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Site or its associated software, hardware or servers in any way, and you agree not to impede or interfere with others' use of the Site.

Other than connecting to Raincross's servers by http requests using a web browser, you may not attempt to gain access to Raincross's servers by any means, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Site or otherwise.

You acknowledge that Raincross has not reviewed and does not endorse the content of all sites linked to from this Site and is not responsible for the content or actions of any other sites linked to from this Site. Your linking to any services or site is at your sole risk.

Comments by Others Are Not Endorsed by Raincross

Raincross does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, advertisements, opinions or statements of third parties contained in the Site. Any information or material placed online are the views and responsibility of those who post or create the statements and do not necessarily represent the views of Raincross or its third party providers. You agree that Raincross and its third party

providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

Use of Material Supplied by You

You agree that by posting, uploading, inputting data, performing, transmitting or otherwise distributing information or other content (“***User Content***”) to or through the Site, you grant Raincross and its Representatives a royalty-free, perpetual, non-exclusive, unrestricted and worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, reformat, display or sublicense any such User Content in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. Except pursuant to the terms and conditions published on the Site for those certain contest prizes awarded by Raincross from time to time in its sole and absolute discretion, you will not be compensated for any User Content. You agree this Agreement allows Raincross to publish or otherwise disclose your name, organization affiliation or other User Content on its website and in a broader context, including, without limitation, in external media sources (e.g., newspapers, advertising or other promotional materials), as well as in connection with publishing for monetary gain via indirect transaction (e.g., advertising), with no obligation to (i) share any revenues with you, (ii) provide you with any notice, prior or otherwise and (iii) destroy or decommission such publishing or disclosure once they are in existence and this Agreement has been terminated. In addition, please be aware that information you disclose in publicly accessible portions of the Site will be available to all users of the Site, so you should be mindful of personal information and other content you may wish to post.

Compliance with Intellectual Property Laws

Raincross respects the intellectual property of others, and we ask our users to do the same. When accessing the Site or using the Services, you agree to obey all applicable laws and to respect the intellectual property rights of others. Your use of the Site and the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit or otherwise distribute 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 any user ID or account belonging to you. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

Copyright Complaints

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Raincross by providing the information set forth below (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to the attention of “Copyright Agent” via the Site’s “Contact Us” page:

1. An electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing 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 Raincross to locate the material;
4. Information reasonably sufficient to permit Raincross to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has 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
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 owner of an exclusive right that is allegedly infringed.

Note: For any notice of copyright infringement to be valid, it must be given in the manner described above.

Alleged Violations

Raincross reserves the right to terminate your use of the Services or the Site. To ensure that Raincross provides a high quality experience for you and for other users of the Site and the Services, you agree that Raincross or its Representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Services. Raincross does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Raincross reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Raincross believes that you have violated any of the terms of this Agreement, furnished Company with false or misleading information or interfered with use of the Site or the Services by others.

Indemnification

You agree to indemnify, defend and hold harmless Raincross and its affiliates, employees, agents, representatives and third party providers from any and all claims, liabilities, losses, damages, and/or costs (including reasonable attorneys' fees and costs) arising from or related to your acts or omissions, including, without limitation: (a) your submissions to the Site, (b) your access to or use of the Site, (c) your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, (c) your, or a third party user of your account's, unauthorized use of material obtained through the Site or the Services, (d) your breach of this Agreement, or (e) from any such acts or omissions relating to your use of the Site or the Services.

Editing and Deletions

Raincross reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Site, in its sole discretion, without notice.

Additional Rules

Raincross reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Site. Such additional rules will be posted in the relevant parts of the Site. Your continued use of the Site constitutes your agreement to comply with these additional rules.

Disclaimer of Warranty and Limitation of Liability

YOU ACKNOWLEDGE THAT YOU ARE USING THE SITE AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS", AND RAINCROSS, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SITE. RAINCROSS, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SITE. YOU ASSUME THE RISK OF ANY AND

ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR ANY OF THE SERVICES.

RAINCROSS, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND OR NATURE, ALLEGEDLY SUSTAINED ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROVIDING OF THE SITE HEREUNDER, THE SALE OR PURCHASE OF ANY PRODUCTS OR SERVICES, YOUR ACCESS TO OR INABILITY TO ACCESS THE SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, YOUR USE OF OR RELIANCE ON THE SITE OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON THE SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF OR ARE RELATED TO BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

YOU HEREBY AGREE TO RELEASE RAINCROSS, ITS REPRESENTATIVES, ITS AFFILIATES AND ITS THIRD-PARTY PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (“**CLAIMS**”), ARISING OUT OF, IN ANY WAY CONNECTED WITH OR RELATED TO YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”.

Affiliated Sites

Raincross has no control over, and no liability for any third party websites or materials. Raincross may work with a number of partners and affiliates whose websites may be linked with the Site. Because neither Raincross nor the Site has control over the content and performance of these partner and affiliate websites, Raincross makes no guarantees about the accuracy, currency, content or quality of the information provided by such websites, and Raincross assumes no responsibility for unintended, objectionable, inaccurate, misleading or unlawful content that may reside on those websites. 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 Raincross 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, this Agreement shall govern your use of any and all third party content.

Termination or Suspension of Access to the Site

Raincross has the right to terminate or suspend your ability to access the Site or any portion thereof, for any or no reason, without notice.

Jurisdiction

Raincross makes no representation that materials on the Site are appropriate, available or legal in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any action arising out of or relating to this Agreement or to its breach shall be brought in any federal or state court sitting in Riverside

County, California, and you agree to submit to the exclusive jurisdiction of the federal and state courts in Riverside County, California.

Raincross

The following provision applies to all visitors to the Site (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of any kind that crawl, index, scrape, copy, store or transmit digital content). By accessing this Site, you specifically acknowledge and agree that: (i) the Site's text, photo, graphic, audio or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium; (ii) none of the Site's materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (iii) Raincross and its Representatives will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (iv) Raincross, its Representatives and its Affiliates are intended third party beneficiaries of these terms and conditions and may exercise all rights and remedies available to them; and (v) Raincross reserves the right to audit possible unauthorized commercial use of Raincross materials or any portion thereof at any time.

Copyright

All contents of Site or Services are Copyright © 2016 Raincross Hospitality Corporation, 3750 University Avenue, Suite 175, Riverside, California 92501. All rights reserved.

Mobile Programs

The following terms and conditions govern your use of mobile programs offered by this Site or Raincross ("**Program**"), so please read them carefully. Your use of any aspect of the Program will constitute your agreement to comply with the terms and conditions of this Agreement.

If you cannot agree with these terms and conditions, please do not use the Program. These terms and conditions may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access to the Program by you will constitute your acceptance of any changes or revisions to the terms and conditions of this Agreement.

Your failure to follow these terms and conditions may result in suspension or termination of your access to the Program, without notice, in addition to our other remedies. We also reserve the right to discontinue the Program, or change the content or formatting of the Program, at any time without notice to you, and to require the immediate cessation of any specific use of the Program.

Your carrier's standard messaging or data rates apply to all messages initiated from, or data transmitted by, our Site to or from your cell phone. All charges are billed by and payable to your mobile service provider. You agree that the cell phone number you enter in the Program is registered in your name, and that you will not initiate messaging or data to or from the cell phone of any other person or entity.

You shall have a mobile communications subscription with a participating carrier or otherwise have access to a mobile communications network for which we make the Program available. You shall provide all equipment and software necessary to connect to the Program, including, but not limited to, a mobile hand set or other mobile access device that is in working order and suitable for use, as determined in our sole discretion, in connection with the Program.

You agree not to modify the format or branding of the content provided in the Program ("**Content**"), or to add any materials, including any advertisements or other promotional content, to such Content. The Content is owned by us, our affiliates or licensors and is protected by intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to download and use the Content on a designated compatible mobile device, solely for your own personal, non-commercial use. You shall not reproduce, modify, perform, transfer, distribute, sell, create derivative works of or otherwise use or make available the Content or the Program except as expressly provided for in this Agreement.

We provide the Program "AS-IS" and shall not be held liable for your use of the information, content, or material contained therein. We will not be liable for any delays in the receipt of any messages as delivery is subject to effective transmission from your network operator. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES WITH REGARD TO THE PROGRAM, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

If you do not agree to the terms contained in this Agreement, please exit the Site and immediately cease all other use of the Site and Services.

Miscellaneous

If, for whatever reason, a court of competent jurisdiction finds any term or condition of this Agreement 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 this Agreement 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.

Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Raincross or by any third party.

This Site is controlled and operated by Raincross from its offices in the State of California. Raincross makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Raincross's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

5. Acknowledgement

THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT. BY USING THE SERVICES OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME BY RAINCROSS IN ITS SOLE DISCRETION, AND AGREE TO BE BOUND BY IT. YOU AGREE THAT, BY USING THE SITE AND SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.