

Thank you for accessing the Website of Diana Krilova ("Diana Krilova," "us," and "we"). The following Terms and Conditions (the "Terms and Conditions") govern your use of this Website. By using the Website, you accept and agree to these Terms and Conditions and the Danni Rain Privacy Policy. We may revise the Terms and Conditions at any time, without notice to you, such changes to be effective immediately upon posting on the Website. If you do not agree to the Terms and Conditions, you are not granted permission to access or use this Website and must exit immediately.

**1. Proprietary Rights.** As between you and us, we own, solely or exclusively, all rights, title and interest in and to the Website, all data, content, graphics, artwork, images, photographs, code, audio clips, video clips, software and other material on, in or made available through the Website (the "Website Material"), as well as the look and feel, design, selection, coordination, arrangement, and organization of the Website Material (together with the Website Material, the "Website Proprietary Content"), including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights and other intellectual property and proprietary rights therein. Under no circumstances will you have any rights of any kind in or to the Website or the Website Proprietary Contents, other than the right to use the Website in accordance with these Terms and Conditions.

**2. Limited License.** You may access and view the content on the Website on your computer or other device. Unless otherwise specifically indicated in these Terms and Conditions, use of the Website and the services offered on or through the Website are only for your personal, non-commercial use.

**3. Prohibited Uses.** You agree that any commercial or promotional distribution, publication or exploitation of the Website or any Website Proprietary Contents is strictly prohibited unless you have received the express prior written permission of an officer of Danni Rain or the otherwise applicable rights holder. You further agree that you will not (a) use the Website for any illegal or unauthorized purposes that violate any laws (including import, export and copyright laws); (b) download, post, display, publish, copy, distribute, transmit, broadcast or create derivative works from, or otherwise exploit any of the Website Proprietary Contents; (c) alter, edit, delete, remove, change the meaning or appearance of any of the Website Proprietary Contents, including without limitation the removal or alteration of any trademarks, trade names, logos, service marks, copyright notices or any other proprietary notices on any Website Proprietary Contents; (d) attempt to gain unauthorized access to our computer system or engage in any activity that interferes with the performance of, or impairs the functionality of the Website or any goods or services provided through the Website. We reserve the right to suspend or terminate your access to this Website and/or ability to use the services with or without notice for failure to comply with these Terms and Conditions, for providing us with untrue or inaccurate information about yourself, for infringement upon any of our proprietary rights, or for any other reason whatsoever or for no reason.

**4. Trademarks.** The names, titles, trademarks, service marks, and logos that appear on the Website, including without limitation "Diana Krilova," are registered and unregistered marks of Diana Krilova (the "Trademarks"). You may not use the

Trademarks without our prior, written permission. The trademarks of third parties may also appear on the Website from time to time; you may not use these trademarks without prior, written permission of their respective owners. You acknowledge and agree that nothing on the Website grants any right or license to use any of the Trademarks or may be construed to mean that we have authority to grant any right or license on behalf of any third-party trademark owner.

**5. Mailing List.** You may use the Website without registering or submitting any personally identifiable information. As a service, we offer visitors to the Website the opportunity to subscribe to the Diana Krilova email newsletter (the "Newsletter"). To subscribe to the Newsletter, you will be asked to submit your name and email address (the "Subscriber Information"). You may subscribe or unsubscribe at any time by following the instructions on the Newsletter. The Subscriber Information shall be subject to our Privacy Policy, which is incorporated herein by reference as if set forth fully here. You acknowledge and agree that you are solely responsible for the accuracy of your Subscriber Information.

**6. Linking.** The Website may contain links to third party web sites or services that are not owned or controlled by Diana Krilova or its affiliates. Diana Krilova has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Diana Krilova 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 web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

**7. Disclaimer.** Diana Krilova, its subsidiaries, and affiliates are not responsible for and do not guarantee the accuracy or completeness of any Website Proprietary Content or other items contained within the Website. We reserve the right to immediately remove or make changes to any Website Proprietary Contents for any reason or for no reason in our sole discretion. We provide the website on an "as is" basis. Your use of the website is at your own risk. We 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, copyright ownership and/or noninfringement of copyrights or other third-party proprietary rights. We do not warrant that the website will provide continuous, prompt, secure, or error-free service. We make reasonable, ongoing efforts to revise and update the website, but assume no liability for any errors or omissions, including the inaccuracy of content, or for any damages or losses that you or any third party may incur as a result of the unavailability of the website. We assume no responsibility, and shall not be liable for, any damages to, or viruses which may affect, your computer equipment or other property arising from your use of the website.

**8. Liability.** In no event, including but not limited to negligence, shall Diana Krilova, its affiliates, subsidiaries or licensors, or any of their respective members, managers, directors, officers, employees, agent and contractors (collectively, the "protected entities") be liable for any direct, indirect, special, incidental, consequential, exemplary, or punitive damages of any kind whatsoever, including lost revenues or lost profits, which may or does result from the use of, access to, or inability to use the website, the

website proprietary contents, user information, subscriber information, the services, products, information and other materials on and in and made available through the website, regardless of legal theory, whether or not you or Diana Krilova had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of the protected entities to you or any other person or entity in connection with, based upon, or arising from the website, the website proprietary contents, user information or subscriber information on, in, and made available through the website, or the services, information, or products offered in connection therewith exceed the price of products purchased and paid for by you via the website in the preceding twelve (12) month period. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the total liability of Diana Krilova and its affiliates, subsidiaries or its licensors shall not exceed ten dollars U.S. (\$10 U.S.). If you are dissatisfied with the Website, or with any of these Terms and Conditions, or feel we have breached these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Website.

**9. Indemnification.** You shall indemnify, defend and hold the Protected Entities harmless against any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or incurred in connection with your use of the Website or products or services obtained through the Website, your fraud, violation of law, negligence or wilful misconduct, or any breach by you of these Terms and Conditions.

**10. Miscellaneous.** Without limiting anything else, we make no representation that the Website or Website Proprietary Contents or other materials available on, in, or through the Website are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The waiver or failure of Diana Krilova to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms and Conditions. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms and Conditions or any provision hereof. All rights not expressly granted by Diana Krilova herein are specifically and completely reserved.