

BARBARA'S PICKS STANDARD TERMS AND CONDITIONS

Last Updated: April 27, 2015

Barbara's Picks, LLC ("Barbara's Picks") is a marketing website ("Site"). It helps service contractors, wholesalers and vendors (collectively, "Service Providers") market, sell to and reach consumers and helps consumers ("Consumers," "Users," "You" or "Your") identify, browse information and hire, a variety of service contractors, wholesalers and vendors in the home design industry("Services"). The following Terms and Conditions outline Your obligations when using the Barbara's Picks website and services.

1. ACCEPTANCE OF TERMS

The Barbara's Picks Internet site available at www.barbaraspicks.com, and can be accessed and used by You under the Terms and Conditions described below ("Terms and Conditions").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITE AND SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITE AND SERVICES.

2. MODIFICATIONS OF TERMS AND CONDITIONS

Barbara's Picks may, in its sole discretion, modify these Terms and Conditions at any time effective upon posting the modified Terms and Conditions on and in connection with the Site and Services, with or without additional notice to You. You are responsible for regularly reviewing information posted on the Site and Services to obtain timely notice of such changes. If You do not accept any amended terms, You will cease using the site. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS AND CONDITIONS.

3. USE OF THE SITE AND SERVICES

Subject to these Terms and Conditions, Barbara's Picks grants Users a nonexclusive, personal use. You agree not to access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Site or Services or any of their content for any purpose except for Your personal use and as described in this Terms and Conditions, without the express written consent of Barbara's Picks. Barbara's Picks may modify, update, suspend or discontinue the Site and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. In that event, Barbara's Picks shall not be liable for any such modification, update, suspension or discontinuance.

4. USER CONDUCT

As a condition of Your access and use of the Site and Services and Your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Site and Services (collectively, the "Content"), You agree not to use the Site and Services for any purpose that is unlawful or prohibited by these Terms and Conditions, or any other purpose not reasonably intended by Barbara's Picks. By way of example, and not as a limitation, You agree not to:

10810 N. Tatum Blvd. # 102-113, Phoenix, AZ 85028
www.BarbarasPicks.com

Phone: (480) 998-5088
Barbara@BarbarasPicks.com

- a. intentionally or unintentionally violate these Terms and Conditions, other applicable agreement with Barbara's Picks, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
- b. use the Site and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- c. use the Site and Services or its Content for any purposes not authorized by this Terms and Conditions, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
- d. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Site and Services for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to Your personal purchasing decisions, without the express written consent of Barbara's Picks, which consent may be withheld by Barbara's Picks in our sole discretion;
- e. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify Your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Barbara's Picks, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- f. knowingly provide or submit false or misleading information;
- g. use the Site and Services if You are under the age of eighteen (18);
- h. take any action that would undermine the review and rating process under the Site and Services;
- i. attempt to gain unauthorized access to the Site and Services, other user accounts, or other computer systems or networks connected to the Site and Services;
- j. use the Site and Services in any way that could interfere with the rights of Barbara's Picks or the rights of other users of the Site and Services or Service Providers;
- k. attempt to gain unauthorized access to any portion or feature of the Site and Services, or any other systems or networks connected to the Site and Services or to any server used by Barbara's Picks by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Site and Services user;
- l. sell, share, or otherwise transfer Your account username, password, other information, or Your rights or obligations under these Terms and Conditions;
- m. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Site and Services;
- n. access, download, monitor, or copy any information contained on our Site and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Site and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Site and Services; or
- o. probe, scan or test the vulnerability of the Site and Services or any network connected to the Site and Services, nor breach the security or authentication measures on or of the Site and Services or any network connected to the Site and Services. You may not reverse look-up,

trace or seek to trace any information on any other user of the Site and Services, or any other customer of Barbara's Picks, including any Barbara's Picks account not owned by You, to its source, or exploit the Site and Services or any service or information made available or offered by or through the Site and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than Your own information, except as expressly authorized by Barbara's Picks and provided for by the Site and Services;

5. REGISTRATION INFORMATION

We may require that You provide information or create an account to use or access certain parts of the Site and Services and use certain products and features of the Site and Services. We may require that You provide login information such as a username and password to access and utilize Your account. As a condition of Your use of the Site and Service, You agree to (a) provide Barbara's Picks with true, accurate, current and complete information as prompted by the Barbara's Picks's registration forms, when registering for or using the Site and Services and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under Your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if You have questions about managing multiple accounts.

6. SERVICE PROVIDERS

Barbara's Picks does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party or Service Provider. You agree that should You use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider, **Barbara's Picks is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance.** Your dealings with, or participation in promotions of any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider exclusively and do not involve Barbara's Picks. You should make whatever investigation You deem necessary or appropriate before hiring or engaging Service Providers found through this Site. Third parties and Service Providers may link or otherwise direct Internet users to our Site and Services. Additionally, we may provide links or otherwise direct You to third party or Service Provider webSites. Barbara's Picks does not control or operate any such third party or Service Provider webSites. Any information You provide to these third party or Service Provider webSites is subject to the respective policies of those third parties or Service Providers, and not Barbara's Picks's policies. It is Your responsibility to review such third party or Service Provider policies, including any relevant privacy policies. You agree that Barbara's Picks will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside webSite or for Your use or inability to use such webSite. Barbara's Picks does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) You might be requested to give to any third party or Service Provider Site. You use these third party or Service Provider webSite at Your own risk.

You agree that Barbara's Picks is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them. You also waive the right to bring or assert any claim against

Barbara's Picks relating to any interactions or dealings with any Service Provider, and release Barbara's Picks from any and all liability for or relating to any interactions or dealings with such Service Providers. Without limiting the foregoing, Your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the Site and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between You and such Service Provider. You agree that Barbara's Picks shall not be responsible or liable, directly or indirectly, 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 third parties or Service Providers on the Barbara's Picks Site and Services.

7. Termination of Access

Barbara's Picks may terminate Your privilege to use or access the Site and Services immediately and without notice for any reason whatsoever. If we terminate You, You must immediately cease accessing or using the Site and Services and agree not access or make use of, or attempt to use, the Site and Services. Furthermore, You acknowledge that Barbara's Picks reserves the right to take action --- technical, legal or otherwise --- to block, nullify or deny Your ability to access the Site and Services. You understand that Barbara's Picks may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Barbara's Picks.

All provisions of these Terms and Conditions which by their nature should survive termination shall survive the termination of Your access to the Site and Services, including, without limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

8. TRADEMARKS AND COPYRIGHTS

Barbara's Picks, and other Site and Services graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade name of Barbara's Picks or the Service Providers. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion. You should assume that all Content and material on the Site and through the Services is copyright protected. All other materials and other information on the Site and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of Barbara's Picks and subject to all United States and international copyright laws.

9. Notice and Procedure for Making Claims of Copyright Infringement

Barbara's Picks respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the Site and Service who are infringers. We will not be held responsible in any way for all actions taken to comply with the DMCA.

10. DELAYS AND ACCESSIBILITY

The Site and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. Barbara's Picks is not responsible for any delays, failures or other damage resulting from such problems.

11. USER FEEDBACK

Barbara's Picks appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Site and Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Site and Services, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Barbara's Picks. In addition, none of the Submissions will be subject to any obligations of confidentiality and Barbara's Picks will not be liable for any future use or disclosure of such Submissions.

12. Warranties and Disclaimers.

You acknowledge that Barbara's Picks has no control over, and no duty to take any action regarding: which users gain access to or use the Site and Services; what effects the content on or in connection with the Site and Services may have on You; how You may interpret or use the content on or in connection with the Site and Services; or what actions You may take as a result of having been exposed to the content on or in connection with the Site and Services. You release Barbara's Picks from all liability for You having acquired or not acquired content or information through the Site and Services. The Site and Services may contain, or direct You to Site containing, information that some people may find offensive or inappropriate. Barbara's Picks makes no representations concerning any content contained in or accessed through the Site and Services, and Barbara's Picks will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site and Services. Barbara's Picks makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOU USE THE BARBARA'S PICK SITE AND SERVICES AT YOUR OWN RISK. BARBARA'S PICKS PROVIDE THE SITE AND SERVICES ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WHICH ARE SPECIFICALLY DISCLAIMED. NEITHER BARBARA'S PICKS NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF BARBARA'S PICKS, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITE AND SERVICES. IN NO EVENT WILL BARBARA'S PICKS OR ANY

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ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND SERVICES IS DONE 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BARBARA'S PICKS OR THROUGH OR FROM THE SITE AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, BARBARA'S PICKS DOES NOT REPRESENT OR WARRANT THAT (I) THE SITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BARBARA'S PICKS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

BARBARA'S PICKS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND BARBARA'S PICKS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

Barbara's Picks has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on You; how You may interpret or use Content; or what actions You may take as a result of having been exposed to Content. You release Barbara's Picks from all liability for You having acquired or not acquired Content through the Site and Services. Barbara's Picks makes no representations concerning Content, including the accuracy thereof, contained in or accessed through the Site and Services, and Barbara's Picks will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site and Services.

The Site and Services may display links to other Internet Site or resources. Because Barbara's Picks has no control over such Site and resources, You acknowledge and agree that Barbara's Picks is not responsible for the availability of such external Site 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 Site or resources. You further acknowledge and agree that Barbara's Picks 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.

13. Indemnity.

You agree to indemnify, defend and hold harmless Barbara's Picks, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms and Conditions by You; (b) the inaccurate or untruthful Content or other information provided by You to Barbara's Picks or that You submit, transmit or otherwise make available through the Service; (c) ; or (d) any intentional or willful violation of any rights of another or harm You may have caused to another. Barbara's Picks will have sole control of the defense of any such damage or claim.

14. Limitation of liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BARBARA'S PICKS, ITS OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF BARBARA'S PICKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), WITH RESPECT TO THE SITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE SITE AND SERVICES; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE AND SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA, INFORMATION, OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SITE AND SERVICES; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY IN CONNECTION WITH OR THROUGH THE SITE AND SERVICES; (F) ANY OTHER MATTER RELATING TO THE SITE AND SERVICES; (G) ANY BREACH OF THESE TERMS AND CONDITIONS BY BARBARA'S PICKS OR THE FAILURE OF BARBARA'S PICKS TO PROVIDE THE SERVICES UNDER THESE TERMS AND CONDITIONS OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). TO THE EXTENT BARBARA'S PICKS, ITS OFFICERS, EMPLOYEES AND AGENTS ARE FOUND LIABLE FOR ANY DIRECT DAMAGES RELATED TO THESE TERMS AND CONDITIONS, OR THE USE OF THE SITE AND SERVICES, LIABILITY FOR DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations or exclusions of liability or damages are not permitted. In such jurisdictions, some of the foregoing limitations and exclusions may not apply to You.

15. NOTICE

By use of the Site and Services, You consent to receive electronic communications from Barbara's Picks (via email or via a posting on the Site), and You agree that any such communications satisfy any legal requirement to make such communications in writing. You also agree that Barbara's Picks may communicate any notices to You under these Terms and Conditions, through electronic mail, regular mail or posting the notices on the Site and Services. All notices to Barbara's Picks will be provided by either sending: (i) an email to barbara@barbarakaplan.com; or (ii) a letter, first class certified mail, to Barbara's Picks, 10221 n. 54th Place, Paradise Valley, Arizona, 85253. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

16. ENTIRE AGREEMENT

These Terms and Conditions and other agreements, rules, and policies incorporated by reference to this Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between You and Barbara's Picks. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Barbara's Picks regarding the subject matter contained in these Terms and Conditions. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Barbara's Picks under these Terms and Conditions.

17. GOVERNING LAW/VENUE

These Terms and Conditions and the relationship between You and Barbara's Picks will be governed by the laws of the State of Arizona, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Maricopa County, Arizona, and waive any defense of lack of personal jurisdiction or improper venue or *forum non conveniens* to a claim brought in such court, except that Barbara's Picks may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Site and Services or these Terms and Conditions shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

18. MISCELLANEOUS

If You breach any term of this Terms and Conditions or other agreement with Barbara's Picks, Barbara's Picks may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Barbara's Picks's remedies are cumulative and not exclusive. Failure of Barbara's Picks to exercise any remedy or enforce any portion of the Terms and Conditions at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of the Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. This Terms and Conditions is not assignable, transferable or sublicensable by You except with Barbara's Picks's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Site and Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between You and Barbara's Picks as a result of these Terms and Conditions or use of the Site and Services. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of these Terms and Conditions.