

**Note to Augaroo Inc.**  
**(regarding process for acceptance of and changes to Terms of Service)**

These Terms of Service are written to give Augaroo Inc. the right to make future modifications to the Terms of Service, in its sole discretion. Recent court decisions have suggested that, in order to be enforceable, an agreement that allows for such changes should provide users with adequate notice of the changes.

Therefore, we recommend that Augaroo Inc. design a process that requires users to actively provide their consent to the initial Terms of Service and any subsequent modifications thereto. One way to achieve this is to require the user to click on an "I Agree" box adjacent to a hyperlink to the Terms of Service page. Alternatively, if you want to demonstrate a user's more active consent (which would be Pillsbury's advice) you can require each user to scroll through and accept the original and any modified Terms of Service at the first attempt to log in to a game and following a modification to the Terms of Service. It is also advisable to email a copy of any revisions to the Terms of Service to a user to the extent that an email address is on file.

It is also advisable to maintain records that reflect the date, time and IP address of each user's acceptance of both the original Terms of Service and any later versions.

Pillsbury can provide advice on how to design and implement this process in a way that works well with Augaroo Inc.'s existing technology platform.

## TERMS OF SERVICE

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### SPECIAL NOTE FOR WWW.AUGAROO.COM VISITORS

This is a legal agreement between you and Augaroo Inc. (“Augaroo” or “We”). Please review the following Terms of Service (“Terms of Service”) carefully before accessing or utilizing any Augaroo application or other service made available by Augaroo or at [www.Augaroo.com](http://www.Augaroo.com) and please inquire about anything you do not understand. If you are not eighteen (18) years of age, have your parents review these Terms of Service and assist you to create and register a user profile. Augaroo does not allow users less than thirteen (13) years of age to register an account or user profile. By accessing or using any application, game or other service made available by Augaroo or at [www.Augaroo.com](http://www.Augaroo.com) you are signifying your acknowledgement, acceptance and agreement to these Terms of Service. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE EXIT THE WEBSITE NOW AND DO NOT ATTEMPT TO ACCESS OR USE ANY APPLICATION, GAME OR OTHER AUGAROO SERVICE. YOUR REMEDY FOR DISSATISFACTION WITH THIS SERVICE, OR ANY PRODUCTS, CONTENT, OR OTHER INFORMATION AVAILABLE BY AUGAROO ON OR THROUGH THIS SERVICE, IS TO STOP USING THE SERVICE AND/OR ANY PARTICULAR PRODUCTS. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF SERVICE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SERVICE. If you have any questions about this Terms of Service, you can reach us at [info@Augaroo.com](mailto:info@Augaroo.com).

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### 1. User's Acknowledgment and Acceptance of Terms

Augaroo provides the [www.Augaroo.com](http://www.Augaroo.com) website and various related games, applications and services to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced in the Terms of Service, as well as any other written agreement between us and you.

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT [WWW.AUGAROO.COM/LEGAL](http://WWW.AUGAROO.COM/LEGAL), AND AS INCORPORATING THE AUGAROO PRIVACY POLICY (PUBLISHED AT [WWW.AUGAROO.COM/PRIVACY](http://WWW.AUGAROO.COM/PRIVACY)) AND THE AUGAROO DMCA POLICY (PUBLISHED AT [WWW.AUGAROO.COM/DMCA](http://WWW.AUGAROO.COM/DMCA)) COMPRISE A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND AUGAROO. YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE IN ORDER TO BECOME A MEMBER OR USE THE AUGAROO APPLICATIONS AVAILABLE AT [WWW.AUGAROO.COM](http://WWW.AUGAROO.COM) (THE “WEBSITE”) AND THE SERVICES, FEATURES, CONTENT, APPLICATIONS OR WIDGETS OFFERED BY AUGAROO (COLLECTIVELY WITH THE WEBSITE, THE “SERVICE”). BY REGISTERING FOR AND/OR USING THE SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE WEBSITE, YOU AGREE TO BE BOUND BY THIS TERMS OF SERVICE. THE TERMS OF SERVICE APPLIES TO ALL USERS OF THE SERVICE,

INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SERVICES ON THE WEBSITE.

The Service is offered subject to your compliance with all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Website or through the Service, each of which is incorporated by reference and each of which may be updated by Augaroo from time to time without notice to you. In addition, some applications offered through the Service may be subject to additional terms and conditions promulgated by Augaroo from time to time. You acknowledge and agree that it is your responsibility to review this Website and these Terms of Service from time to time and to familiarize yourself with any modifications. Any modifications to the Terms of Service will also be brought to your attention by posting on the Website and by sending a copy to your email address on file, if any. Such modifications will be effective immediately, and will apply to disputes arising under the Terms of Service from the date of posting forward. Your continued use of the Service after a modification has been made to the Terms of Service constitutes your acceptance of such modification.

The information and materials provided on or through the Websites and/or Services, including without limitation, virtual items, and any other data, text, pictures, graphics, audio, video, icons, games, software, and upgrades for use in applications, games or on or through the Websites and/or the Services, links, and other content, features and services available on or through the Websites and/or the Services (collectively, the "Materials") are intended to educate and inform you about us and our business and provide you with access to the Services. THE MATERIALS ARE PROVIDED "AS IS" AND YOUR USE THEREOF IS ENTIRELY AT YOUR OWN RISK.

## **2. Registration Data and Privacy**

In order to access some of the Services you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate; that you will maintain and update this information as required in order to keep it current, complete, and accurate; and that your registration for the Service does not violate any applicable law or regulation in your jurisdiction. Augaroo may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

## **3. Age Restrictions**

By using the Service, you represent and warrant that (a) you are 18 years of age or older and you agree to be bound by these Terms of Service; or (b) if you are under 18 years of age, you have obtained verifiable consent from a parent or legal guardian. Your registration may be deleted and your access to the Service may be terminated without warning if Augaroo believes, in its sole discretion, that you are under the age of 13 or between the ages of 13 and 18 years of age

and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the Service, you agree to be bound by these Terms of Service in respect to your child's use of the Service.

#### **4. User Profile**

##### **4.1 Creation of Profile**

The Service is only for your personal use. You may not use the Service for commercial purposes or in any way that is unlawful, or harms Augaroo or any other person or entity. To use certain aspects of the Service you may need to grant Augaroo and the Service permission to access your account information for other third party software or services (including email providers or contact lists). Additionally, as the Service may allow you to register or interact with certain other websites that Augaroo has an interest in, connection to, association with or otherwise entered into a contractual relationship with ("Affiliate") you may need to grant Augaroo and the Service permission to access such Affiliate account information.

THE TERMS OF SERVICE REFERENCED HEREIN APPLY TO ANY AND ALL USER PROFILES, WHETHER SAID PROFILE IS NEWLY CREATED, WILL BE CREATED IN THE FUTURE, OR HAS ALREADY BEEN CREATED. THEREFORE, PLEASE READ THE TERMS OF SERVICE FULLY, CAREFULLY AND COMPLETELY.

If you create an account or user profile, you may be asked to choose a password and a user name. You agree that you will not choose a password and/or user name which, in the sole discretion of Augaroo:

- (a) substantially infringes the legal rights of others, including, but not limited to, by comprising or being substantially similar to a trademark or service mark;
- (b) is offensive, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- (c) in any way infringes these Terms of Service;
- (d) or is otherwise inappropriate, regardless of our software's ability to disallow such user names.
- (e) contains personally identifiable information, including but not limited to name, address, phone and email.

You agree that you will not take any actions for the purpose of circumventing the foregoing restrictions. You understand and agree that Augaroo reserves the right to change, remove, alter or delete any user name or password at any time and for any reason in Augaroo's sole discretion.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USER NAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT OR USER PROFILE, WHETHER OR NOT AUTHORIZED BY YOU. You agree to notify Augaroo immediately of any unauthorized use of your account or user profile or Affiliate account or any other breach of Augaroo's or an Affiliate's security and to provide properly documented evidence as requested by Augaroo. You may not use anyone else's user profile at any time and you may not allow anyone else to use

your user profile at any time. You agree that Augaroo will not be liable for any loss you may incur as a result of someone else using your Augaroo user name, password, account or user profile, either with or without your knowledge. Additionally, you agree that Augaroo will not be liable for any loss you may incur as a result of someone else using or accessing your Affiliate account or using the account information you provided, either with or without your knowledge. You further agree that you will be liable for any and all losses incurred by Augaroo, or another party, due to someone else using your user name, password, account, user profile and/or Affiliate account or other related information.

At any time following your activation of your account or user profile, you may access your account and/or user profile information to determine whether it is current and accurate, and, if not, make any necessary and relevant additions, changes or corrections. Your failure to comply with this term (including providing any false or misleading registration data) may result in the immediate suspension or termination of your account and/or user profile and any right or license to access the Service or Affiliate websites.

You acknowledge and agree that you (and not Augaroo) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software, and services needed to access and use any applications provided by Augaroo, including your Affiliate account, the Service, and paying all charges related thereto. You also acknowledge that you are responsible for obtaining and maintaining your access to an Affiliate and/or any other website through which you access Augaroo's products or services, including the Service.

#### **4.2 Suspension and Termination**

YOU UNDERSTAND AND AGREE THAT WE MAY, AT OUR SOLE DISCRETION AND AT ANY TIME, TERMINATE AND/OR SUSPEND YOUR ACCOUNT OR USER PROFILE FOR ANY REASON OR NO REASON, INCLUDING BUT NOT LIMITED TO FOR VIOLATION OF THESE TERMS OF SERVICE OR VIOLATION OF ANY OTHER POLICY RELATED TO SERVICE (INCLUDING THE POLICIES OF AFFILIATES ACCESSIBLE BY THE SERVICE), WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION AND/OR SUSPENSION. IN THE EVENT THAT YOUR ACCOUNT OR USER PROFILE IS TERMINATED, YOU WILL HAVE NO FURTHER ACCESS TO THE SERVICE AND SHALL HAVE NO RIGHT TO ANY REFUND OF MONIES PAID.

#### **4.3 No Right to Ownership**

YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT, USER PROFILE, ARBALL(S), VIRTUAL ITEM, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO YOUR ACCOUNT OR USER PROFILE ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF AUGAROO.

#### **4.4 No Sale or Assignment of Account or User Profile**

Augaroo does not recognize the transfer of an account or user profile. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under the terms, either in whole or in part, without the prior written consent of Augaroo. Any attempt to do so shall be void and of no effect. Augaroo owns, has licensed, or otherwise has rights to all of the content that appears in the Service. You agree that you have no right, title or interest in or to any such content, including without limitation any ARBALL(S) (referred to herein as “virtual items”) appearing or originating in the Service, or any Affiliate website accessible by the Service, or any other attributes associated with a user profile. Augaroo does not recognize any purported transfers of virtual property executed outside of the Service or an Affiliate website or the purported sale, gift or trade in the “real world” of anything that appears or originates in or accessible through the Service. Accordingly, you may not sell virtual items for “real” money, or exchange those items for value outside of the Service.

#### **5. Conduct through the Service**

Your use of the Service is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Service, you agree that you will not:

- 5.1 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service, pyramid schemes, chain letters, junk email, spam, or any duplicative or unsolicited messages, commercial or otherwise.
- 5.2 Defame, abuse, harass, stalk, threaten, bully or otherwise violate the legal rights of others.
- 5.3 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any material that is harmful, abusive, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another’s right of privacy or publicity, hateful, or racially, ethnically or otherwise offensive, objectionable or otherwise inappropriate as determined by Augaroo in its sole discretion.
- 5.4 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others, such as images, photographs, sound files, text files, graphics files, and any other material or information.
- 5.5 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any files that contain any malicious code,

including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Website, Service, other Users' access to the Website or Service and/or other Users' computers.

- 5.6 Except as expressly authorized by Augaroo in writing, advertise or offer to sell or buy any goods or services for any purpose.
- 5.7 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any material for which copyright management or digital rights management information, such as author attributions, legal or other notices or proprietary designations or labels of the origin or source of software or other material has been falsified, deleted, or otherwise disabled.
- 5.8 Violate any applicable laws or regulations, or promote or encourage any illegal activity.
- 5.9 Impersonate another User or create a false identity, including but not limited to identities falsely indicating that the user is another user, a celebrity or other well known person, or an Augaroo representative.
- 5.10 Collect in any manner information regarding any user of the Service, or other information regarding the Service or any part thereof, or distribute such information to any third party.
- 5.11 Gain or attempt to gain unauthorized access to the Service, Website, to unpublished information or material, to other users' account or profile information, or to computer systems and/or networks connected to the Service or Website, such as through exploits, hacking, phishing, password mining, social engineering, and/or any other method to gain or attempt to gain unauthorized access.
- 5.12 Make false reports through the Service or to Augaroo administrators.
- 5.13 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any hacks, bots, automation software, mods or any other unauthorized third-party software designed to modify the Service experience, or the experience of Affiliates or third party websites, without the prior express written consent of Augaroo.
- 5.14 Take any action that imposes or may impose (as determined by Augaroo in its sole discretion) an unreasonable or disproportionately large load on Augaroo's (or its Affiliates' or third party providers') infrastructure.
- 5.15 Resell or make any commercial use of the Website without the prior express written consent of Augaroo.

- 5.16 Engage in fraudulent transactions.
- 5.17 Offer to transfer, buy, auction, rent, lease, loan or sell access to your account or user profile.

Augaroo neither endorses nor assumes any liability for the content of any material uploaded or submitted by Users of the Service. We generally do not pre-screen, monitor, or edit the content posted by Users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through the Service. However, Augaroo and its Affiliates have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Service and any other rules of user conduct for our Service, or is otherwise harmful, objectionable, or inaccurate. Augaroo is not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against Augaroo arising out of such removal of content.

## **6. Third Party Websites and Information**

The Service may link you to Affiliates websites or other websites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These websites may contain information or material that some people may find inappropriate or offensive. These other websites and parties are not under Augaroo's control, and Users acknowledge that Augaroo is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor is Augaroo responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website or party by us, or any warranty of any kind, either expressed or implied.

## **7. Intellectual Property Information**

### **7.1 Intellectual Property Rights**

For purposes of these Terms of Service, "Content" is defined as all digital material available through the Service including, without limitation information, data, communications, illustrations, documentation, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by Users. This includes message boards, chat, and other original content. All Content is protected by both United States law, as well as the laws of various international jurisdictions, including, but not limited to copyright laws, Trademark law, patent law, trade secret law and various governmental treaties. Augaroo and any agents, Affiliates, and licensors relevant thereto own all right, title and interest in and to the Content. Except for any rights specifically enumerated as being licensed to you hereunder, Augaroo reserves any and all of its rights to the Content.

By accepting these Terms of Service, you acknowledge and agree that all Content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Augaroo and/or its Affiliates. You are



only permitted to use the Content as expressly authorized by Augaroo or the specific Content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from the Service in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available through the Service. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither Augaroo or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, the Service will not infringe the rights of third parties.

All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Augaroo or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Service grants you any right to use any trademark, service mark, logo, and/or the name of Augaroo or its Affiliates.

You acknowledge and agree that you will not upload or otherwise transmit in or through the Website any Content that is subject to any third-party rights unless any and all holders of such rights have expressly authorized such activity. In the event you are determined to have uploaded infringing content three times or more, we reserve the right to terminate your right to use the Service. Augaroo does not endorse and has no control over any Content submitted by a User. Augaroo cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

## **7.2 No Rights to Data**

These Terms of Service are not intended to and do not transfer any right, title or interest in the Content to you. The limited rights granted herein solely relate and involve the specific rights of Augaroo listed herein below and do not extend to other intellectual property rights or interests that exist now or may exist in the future, such rights being fully and completely reserved. Furthermore, Augaroo retains sole and complete right, title and interest in and to the Service or other Content, as well as any and all ancillary intellectual property related thereto.

## **7.3 Specific License and Restrictions**

Free of any associated charge or cost to you, Augaroo hereby grants you a non-exclusive, non-transferable, limited right license to access, use and display the Service specifically for personal, non-commercial use only. If at any time, in Augaroo's sole discretion, it is determined that you are utilizing the Service in a manner inconsistent with personal and non-commercial use, or if you otherwise fail to fully comply with these Terms of Service, Augaroo may terminate your license to use the Service without notice. This license is fully and completely revocable at any time by Augaroo, with or without notice and for any or no reason.

Augaroo may design or otherwise configure the Service to include certain methods that enable Augaroo to identify the specific version of the Service being used by your account. Said configurations may provide Augaroo with the ability to amend change or update the version of the Service being utilized without any further notice or interaction with you. In order to do this Augaroo retains the right to poll or otherwise access your account or user profile or preferences in order to provide the updated versions of the Service automatically in the most seamless and expeditious manner possible.

By use of the Service you acknowledge, agree and otherwise consent not to engage in, permit another person or entity to engage, or otherwise be related to or a part of the following restricted activities: (i) market, share, distribute, offer to sell, sell or otherwise make reproductions or copies of the Website or Service in any way inconsistent with the rights of use provided by the license herein; (ii) remove any applicable, relevant identification, copyright, trademark or other notices relating to the intellectual property or other property of Augaroo; (iii) attempt to access source or object code of the Website or Service, by methods including reverse engineering or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language; (iv) amend, change, modify (including the creation of any derivative or other works) the Service; (v) attempt to disable any digital rights management or copy protection aspects of the Website or Service, not already specifically prohibited by existing laws; (vi) create code, software or other program that incorporates any elements of the Service; (vii) attempt to hack into, compromise or otherwise access the object or source code of the Service for any purposes, personal or commercial, without the express written permission of Augaroo; or (viii) interrupt or attempt to interrupt the operation of the Service in any way. To the extent that you fail to comply with the prohibitions listed above, you agree, without any further compensation or remuneration to assign, give or otherwise transfer all concepts and ideas, and all materials, products, related modifications thereto and any independent intellectual property rights developed or prepared by or for you in connection with the Service including without limitation all text, images, music, audio, video and other information, Website frames, and all HTML, Java, flash or other code relating thereto, as the exclusive property of Augaroo, and all right, title and interest thereto shall vest in Augaroo and they shall be deemed to be a “work made for hire” and made in the course of services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in Augaroo or such works may not be considered works made for hire, all right, title and interest therein are hereby irrevocably assigned to Augaroo. In the event that you engage any person, other than a regular employee, to design or develop the above listed elements, you will require each such person to execute a written agreement assigning all rights in the work performed by such person in connection with these terms to Augaroo. All elements shall belong exclusively to Augaroo with it having the right to obtain and hold in its own name all copyright, patent, and trademark registrations, and such other protections as may be appropriate to the subject matter, and any applications, extensions, continuations and renewals thereof and all merchandising rights therein. Moreover, you agree to give Augaroo and any person designated by it, any reasonable assistance required to perfect the rights defined in this section.

You agree not to use bots, spiders or other intelligent agent software or methods for any purpose other than accessing publicly posted portions of the Website or Service and then only for the purposes consistent with these Terms of Service.

IN ACCORDANCE WITH AND NOT INTENDING TO LIMIT ANY OF THE PROVISIONS OR PROTECTIONS PREVIOUSLY SET FORTH, DUPLICATION, COPYING OR ANY FORM OF REPRODUCTION OF THE WEBSITE, SERVICE OR RELATED INFORMATION, MATERIALS OR OTHER CONTENT TO ANY OTHER SERVER OR LOCATION FOR THE PURPOSES OF DUPLICATION, COPYING OR ANY OTHER FORM OF REPRODUCTION IS EXPRESSLY AND EXPLICITLY PROHIBITED.

## **7.4 Your Grant of Rights**

You acknowledge that Augaroo may solicit the submission of certain Content from Users of the Service. To the extent you submit any Content you acknowledge and agree that you automatically grant (and represent and warrant that you have the right to grant) the following:

- 7.4.1 a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to Augaroo to use, reproduce, distribute, remove, and analyze any of your Content as Augaroo may deem necessary or desirable for any purpose in connection with the operation of the Service, including but not limited to for purposes of creating, providing, managing, debugging, testing and/or providing support for the Service, and
- 7.4.2 a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to Augaroo to copy, modify, and reproduce your Content for marketing, promotional and/or other purposes in connection with Augaroo or the Service in any media, whether presently known or unknown, and
- 7.4.3 a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to each User of the Website and/or the Service to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such Content solely for personal, non-commercial use, and
- 7.4.4 except as set forth herein, the perpetual and irrevocable right to Augaroo to delete any or all of your Content from the Service, whether intentionally or unintentionally, for any reason or no reason, without any liability of any kind to you or to any other party.

## **8. Charges and Billing**

### **8.1 Fees**

Certain aspects of the Service and Affiliate websites are only provided on a paid basis or subscription. These fees and charges are described through the Service or respective Affiliate website, and in the event you elect to use paid aspects of those websites, you agree to the pricing, payment and billing policies applicable to such fees and charges. Augaroo and the Affiliate

websites retain the right to add new services for additional fees and charges, or proactively amend fees and charges for existing services, at any time in their sole discretion. Additionally, Augaroo reserves the right to add, change, delete or discontinue any or all aspects or features of the Service, including, but not limited to, content, financial terms, availability, equipment needed for access or use, or even discontinue, cancel or terminate the Service in its entirety. You also acknowledge that, unless in conflict with any Affiliate's Terms of Service, the terms of this paragraph apply to any Affiliate or third party website accessible through the Website.

You agree to pay all fees or charges incurred by your account or user profile, including applicable taxes, in accordance with these Terms of Service and the billing terms that are in effect at the time that the fee or charge becomes payable. Unless otherwise indicated, all prices are in US Dollars and do not include charges for telecommunications services, computer hardware, and equipment.

## **8.2 Billing Information**

You agree that to the extent that you provide Augaroo or its Affiliates payment information, you represent that you are an authorized user of the chosen method of payment, and that all payment information you provide, including but not limited to your name, credit card or other payment account identifying number, expiration date, security codes, billing address, and any other payment information will be current, complete, true and accurate.

## **9. Procedure for Alleging Copyright Infringement**

Augaroo will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA") and Augaroo's DMCA Policy, published at [www.Augaroo.com/DMCA](http://www.Augaroo.com/DMCA).

## **10. Disclaimer of Warranties; Limitation of Liability**

To the maximum extent allowed by law, neither Augaroo nor its Affiliates, subsidiaries, officers, directors, stockholders, employees, licensors, distributors, sublicensees, agents or subcontractors (collectively, the "Augaroo Parties") warrant any connection to, transmission over, or results or use of, any network connection or facilities provided or failed to be provided through the Service. You are responsible for assessing your own computer and transmission network needs, and the results to be obtained therefrom.

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. ALL MATERIALS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF

THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR FROM OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

YOU FURTHER EXPRESSLY AGREE THAT GLOBAL POSITIONING DATA PROVIDED BY THE SERVICES IS FOR BASIC ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE OR INCOMPLETE GLOBAL POSITIONING DATA MAY LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE. NEITHER AUGAROO NOR ITS AFFILIATES GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS OR RELIABILITY OF GLOBAL POSITIONING DATA DISPLAYED BY THE SERVICES. YOU SHOULD ALWAYS BE AWARE OF YOUR SURROUNDINGS AND USE THE GLOBAL POSITIONING DATA SERVICES IN A SAFE MANNER THAT DOES NOT DISTRACT YOU FROM TASKS WHICH REQUIRE CONCENTRATION (EG. DRIVING, WALKING IN A DANGEROUS OR CROWDED AREA, ETC.).

AUGAROO MAY MAKE CHANGES TO THE SERVICES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. AT SOME POINT IN THE FUTURE THE SERVICE MAY GO OUT OF DATE, AND AUGAROO MAKES NO COMMITMENT TO UPDATE SUCH SERVICES. THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE WEBSITE AND SERVICE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Service you may have the opportunities to engage in commercial transactions with other Users and Affiliates. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandize and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD PARTY IS PROVIDED

SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through the Service may represent the opinions and judgments of an information provider, User, or other person or entity not connected with Augaroo. Augaroo does not endorse, nor is it responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Augaroo spokesperson speaking in his/her official capacity.

You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond our control.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE AUGAROO PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE WEBSITE OR BY USE OF THE SERVICE OR ANY RELATED PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH AUGAROO IS TO STOP USING THE SERVICE, AND TO CANCEL YOUR ACCOUNT AND USER PROFILE. IN NO CASE SHALL ANY LIABILITY OF THE AUGAROO PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID TO AUGAROO OR ITS AFFILIATES AND/OR DESIGNEES FOR THE APPLICABLE SERVICES OR PRODUCTS GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT SHALL THE AUGAROO PARTIES OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE SERVICE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

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, THE LIABILITY OF AUGAROO AND THE AUGAROO PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THE AUGAROO PARTIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE PRODUCTS, SERVICE, GAMES, INFORMATION AND/OR RELATED GRAPHICS PUBLISHED AS PART OF THE WEBSITE OR SERVICE FOR ANY PURPOSE. THE PRODUCTS, SERVICE, GAMES, INFORMATION AND RELATED GRAPHICS PUBLISHED AS PART OF THE WEBSITE OR SERVICE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

USERS ACKNOWLEDGE THAT, TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, AUGAROO SHALL NOT BE LIABLE TO YOU FOR THE LOSS OF ANY DATA OR ELECTRONIC FILES, FOR ANY REASON WHATSOEVER.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "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 must have materially affected his settlement with the debtor."

## **11. Indemnification**

Upon a request by Augaroo, you agree to defend, indemnify, and hold Augaroo and its Affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, or activities in connection with the Service; (b) any violation of these Terms of Service by you or through your account or User profile; or (c) any allegation that any content that you make available via the Service infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. Augaroo reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Augaroo in asserting any available defenses.

## **12. Participation in Promotions**

From time to time, the Service may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products through the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the Affiliate. Augaroo assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

## **13. E-mail, Messaging, Blogging, and Chat Services**

Augaroo may make email, messaging, blogging, or chat services (collectively, "Communication Services") available to Users of our Service, either directly or through a third-party provider. Augaroo is not responsible for communications made by other Users via the Communication Services. We are not responsible for communications made by you via the Communication Services. You acknowledge and agree that your communications made via the Communication Services are public and not private communications and that you have no expectation of privacy concerning your use of the Communication Services. You acknowledge and agree that personal information that you communicate via the Communication Services may be seen and used by others and may result in widespread distribution of such information. We strongly encourage you not to disclose any personal information in your public communications via the Communication Services unless you wish such information to be made permanently available to the public.

We may employ automated monitoring devices or techniques to protect our Users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

#### **14. Service Termination, Suspension and Changes**

AUGAROO RESERVES THE RIGHT TO TERMINATE, SUSPEND, OR CHANGE ANY SERVICE OR FEATURE OF THE SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT AUGAROO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, OR CHANGE.

#### **15. International Use**

Although the Service may be accessible worldwide, we make no representation that materials on the Service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Service 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. Any offer for any product, Service, and/or information made in connection with the Website is void where prohibited. You agree not to use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. Without limiting the foregoing, the Service may not be exported or re-exported (a) into (or to a national resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By accessing and using the Service you represent and warrant that you are not located in, under control of, or a national resident of any such country or on any such list.



## **16. Termination and Survivability of Terms**

The Terms of Service set forth herein continue to remain in full force and effect until such time as terminated by either party. In the event that you terminate or breach these Terms of Service, you will forfeit your right to any and all payments you may have made for access to the Service or any virtual items. You agree and acknowledge that you are not entitled to any refund for any amounts which were paid to Augaroo prior to any termination. Augaroo reserves the right, in its sole discretion and without notice, to immediately terminate your account or User profile and access to any or all of the Service, Affiliate website, or any portion thereof, at any time without further notice or compensation. Likewise, you retain full discretion to end or terminate your account or User profile and discontinue use of the Service at any time, pursuant to the terms of this Terms of Service. The provisions of Sections 1 through 4, 6 through 13, 15, 16, 18 and 19 through 23 shall survive any termination of this Terms of Service.

## **17. Assignment**

Augaroo may assign these Terms of Service, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Service without Augaroo's express prior written consent.

## **18. Governing Law**

The Service (excluding any linked websites) is controlled by us from our offices within the State of Virginia in the United States of America. You agree that if you choose to access the Service from outside of the United States, other laws may apply and those laws shall affect this Terms of Service only to the extent required by such jurisdiction. In such a case, this Terms of Service shall be interpreted to give maximum effect to the terms and conditions hereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. To the extent not covered by the Dispute Resolution provisions below any disputes between you and Augaroo shall be subject to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the State of Virginia with respect to such matters. However, the choice of law applicable to any disputes or arbitrations shall be Delaware, Augaroo's place of incorporation.

## **19. Dispute Resolution**

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Augaroo agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. You agree that the provisions in this paragraph will survive any termination of your Profile or the Service.

By your access of and use of the Service you hereby specifically acknowledge, agree and consent that you waive your right to a trial, by jury or otherwise, and that you agree that any suit, action, proceeding, dispute, controversy or claim ("Dispute") arising out of or relating to this Terms of Service or any of the transactions contemplated herein or related to the Service or any contests or services thereon (including without limitation, statutory, equitable or tort claims) will be dealt with in accordance with the following procedures. All parties shall first attempt to negotiate all Disputes informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations shall commence following the receipt of a notice in writing by one of the parties sent to the other. Augaroo will send its notice to your billing address, if provided, and email you a copy to the email address you have provided to us. You may send any notice to Augaroo to the address listed below.

If the Dispute is not resolved through informal negotiations the Dispute (except those Disputes expressly excluded below) shall be finally and exclusively resolved by binding arbitration before a sole arbitrator. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. If you are a resident

of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, any arbitration shall be initiated in the State of Virginia using the English language in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association (“AAA”) then in effect, by one arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The prevailing party in any arbitration or other proceeding arising under these Terms of Service shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

The parties agree that any arbitration shall be limited to the Dispute between you and Augaroo individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **20. Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@Augaroo.com](mailto:info@Augaroo.com), if by email, or to Augaroo at the address below if by conventional mail. Notices to you may be sent to the email or mailing address supplied by you as part of your account or User profile, is any. In addition, we may broadcast notices or messages through the Service to inform you of changes to the Service or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

## **21. Entire Agreement**

These Terms of Service constitute the entire agreement and understanding between Augaroo concerning the subject matter of the Terms of Service and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Service may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.

## **22. Severability**

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect. Any failure by us to enforce or exercise any provision of these Terms of Service or related rights shall not constitute a waiver of that right or provision.

## **23. Miscellaneous**

Our performance of these Terms of Service is subject to existing laws and legal process, and nothing contained in these Terms of Service is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Augaroo with respect to such use.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through the Service arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, terrorism, fire, denial of services attack, internet outages, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

The parties hereby acknowledge and agree that Augaroo would be irreparably damaged if these Terms of Service were not specifically enforced. Therefore, Augaroo shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Service, in addition to such other remedies as Augaroo may otherwise have available to it under applicable laws.

The parties agree that all correspondence relating to this Agreement shall be written in the English language.

## **Contact**

You may contact Augaroo at the following address:

Augaroo Inc.  
1616 Anderson Rd  
McLean, Virginia 22102  
You may also telephone us at 571-533-6100.  
Email: [info@Augaroo.com](mailto:info@Augaroo.com)

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE AND AGREE THAT MY USE OF THE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS OF SERVICE.

If at any time you wish to obtain an additional copy of the above Terms of Service, please visit the Website and again review or print the Terms of Service.

Effective Date: January 20, 2012