

END USER LICENSE AGREEMENT

Ownership of Browser and Sites; Agreement to Terms of Use

The Effective Date of this agreement shall be the date that you complete the signup process. Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7031 requires that you consent to entering into an electronic agreement with Plizzel (“The Company”) before the agreement is executed and becomes effective. Please read the following information “carefully” before you consider accepting these terms. Should you enter into an online Player Agreement with The Company, you will not be required to submit a paper application/agreement. The entire agreement between you and The Company will be evidenced by an electronic record. It is an absolute requirement that you must agree to the use of an electronic record and you must carefully read the Terms and Conditions of this Agreement. To access these documents and submit your online application, you will need the following: A computer, wireless device, or personal digital assistant (PDA) with access to the internet and an Internet Browser. After enrolling as a player, you have the right to withdraw your consent to the use of an electronic record. However, should you do so, your Agreement with The Company will automatically be terminated and you will lose all rights to all remuneration. Should you wish to withdraw your consent to the exclusive use of an electronic agreement, you must do so by sending an email to info@plizzel.com. Your email shall include your name, user id, your mailing address, and email.

If you would like to request a paper copy of this Agreement you may access this document at <http://www.plizzel.com> and print it out. If you would like for us to mail you a copy of the Agreement, please send an email request to info@plizzel.com. Each individual request must include your name, mailing address and email. You will be charged \$6.00 for each request.

You also agree that The Company may amend/modify the Terms and Conditions of this Agreement at any time without prior notice. By checking the box to Agree to our Terms, you consent to the use of electronic records for your Player Agreement. You will be bound by all terms and conditions. By entering into this Agreement, you also agree to be bound by the terms of this agreement for transactions entered into on your behalf by anyone acting as your Agent.

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Your Use of the Browser or Sites

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Browser or Sites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Browser or Sites. Plizzel reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Browser or Sites, or any other systems or networks connected to the Site or to any Plizzel server, or to any of the services offered on or through the Browser or Sites, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Browser or Sites or any network connected to the Sites, nor breach security or authentication measures on the Sites or any network connected to the Sites. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Sites, or any other customer of Plizzel, including any Plizzel account not owned by you, to its source, or exploit the Browser or Sites or any service or information made available or offered by or through the Browser or Sites, 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, as provided for by the Browser or Sites.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Browser or Sites or Plizzel’s systems or networks, or any systems or networks connected to the Sites or to Plizzel.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Browser or Sites or any transaction being conducted on the Browser or Sites, or with any other person’s use of the Browser or Sites.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Plizzel on or through the Browser or Sites or any service offered on or through the Browser or Sites. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Browser or Sites or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Plizzel or others.

When using the Browser or Sites, you shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. You shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. You shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Users of the Browser or Sites will not

participate in any activity that will restrict or inhibit any other user from using and enjoying the Browser or Sites. All communications shall respect the rights, opinions and sensitivities of others. Subjects not in support of the operation of your business, such as religious, political or social commentary should be avoided.

Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Browser or Sites, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Browser or Sites or for any service offered on or through the Browser or Sites, the latter terms shall control with respect to your use of that portion of the Browser or Sites or the specific service.

Plizzel's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on the Browser or Sites should be construed to alter such agreements. Plizzel may make changes to any products or services offered on the Browser or Sites, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Browser or Sites with respect to products and services may be out of date, and Plizzel makes no commitment to update the materials on the Browser or Sites with respect to such products and services.

The following terms also govern and apply to your use of the Browser or Sites, and they are incorporated herein by this reference:

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Claims of Copyright Infringement

Piracy Prevention

Report Piracy

Plizzel's Unsolicited Idea Submission Policy

Software License Information

Legal Contacts

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

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Certain features or services offered on or through the Browser or Sites may require you to open an account (including setting up a Plizzel ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Plizzel immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Plizzel or any other user of or visitor to the Browser or Sites due to someone else using your Plizzel ID, password or account.

You may not use anyone else's Plizzel ID, password or account at any time without the express permission and consent of the holder of that Plizzel ID, password or account. Plizzel cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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Plizzel's Privacy Policy applies to use of the Browser or Sites, and its terms are made a part of these Terms of Use by this reference. To view Plizzel's Privacy Policy, click [here](#). Additionally, by using the Browser or Sites, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Browser or Sites may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

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Limitation of Liability

Except where prohibited by law, in no event will Plizzel be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Plizzel has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Plizzel is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Plizzel's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Browser or Sites paid in the six months prior to the date of the initial claim made against Plizzel (but not including the purchase price for any Plizzel hardware or software products or any Plizzel marketing products, services or similar support programs), or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Plizzel, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Plizzel by any third party due to or arising out of or in connection with your use or misuse of the Browser or Sites.

Violation of These Terms of Use

Plizzel may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Browser or Sites, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Plizzel's rights or property, or the rights or property of visitors to or users of the Browser or Sites, including Plizzel's customers. Plizzel reserves the right at all times to disclose any information that Plizzel deems necessary to comply with any applicable law, regulation, legal process or governmental request. Plizzel also may disclose your information when Plizzel determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Plizzel may preserve any transmittal or communication by you with Plizzel through the Browser or Sites or any service offered on or through the Browser or Sites, and may also disclose such data if required to do so by law or Plizzel determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Plizzel, its employees, users of or visitors to the Browser or Sites, and the public.

You agree that Plizzel may, in its sole discretion and without prior notice, terminate your access to the Browser or Sites and/or block your future access to the Browser or Sites if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Browser or Sites. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Plizzel, for which monetary damages would be inadequate, and you consent to Plizzel obtaining any injunctive or equitable relief that Plizzel deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Plizzel may have at law or in equity.

You agree that Plizzel may, in its sole discretion and without prior notice, terminate your access to the Browser or Sites, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Browser or Sites or any service offered on or through the Browser or Sites, or (4) unexpected technical issues or problems.

Plizzel is entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of any action resulting from your violation of these Terms of Use, in addition to any other relief granted to Plizzel. You agree that Plizzel will not be liable to you or to any third party for termination of your access to the Browser or Sites as a result

of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Browser or Sites, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Escondido, California, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Plizzel and you arising out of or in connection with your use of the Browser or Sites, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Injunctive Relief.

You agree that upon a breach of these Terms of Use that Plizzel will be immediately and irreparably harmed and can not be made whole solely by monetary damages. You agree that the remedy at law for any breach of any provision of these Terms of Use shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, Plizzel shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of these Terms of Use and/or to compel specific performance of these Terms of Use.

Void Where Prohibited

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Miscellaneous

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If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Plizzel with regard to your use of the Browser or Sites, and any and all other written or oral agreements or understandings previously existing between you and Plizzel with respect to such use are hereby superseded and cancelled. Plizzel will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Plizzel's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Plizzel of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Plizzel and you or any

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Updated: Wednesday, August 5, 2009