

**USE OF THE SITE AND SITE MATERIALS (AS DEFINED BELOW) ARE VOID WHERE PROHIBITED. BY USING THE SITE AND SITE MATERIALS, YOU REPRESENT AND WARRANT THAT YOU ARE 13 OR OLDER, AND THAT YOU AGREE TO AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT 13, BY USING THE SITE AND SITE MATERIALS YOU REPRESENT THAT YOUR LEGAL GUARDIAN HAS REVIEWED AND AGREES TO THE FOLLOWING TERMS OF SERVICE. PARENTS AND LEGAL GUARDIANS: IF YOU HAVE NOT JOINED IN YOUR MINOR CHILD'S AGREEMENT TO THESE TERMS OF SERVICE, PLEASE CONTACT US AT: <http://www.paperclipapps.com/support/>. PARENTS ARE ADVISED TO EXERCISE SUPERVISION OVER THEIR CHILDREN'S ON-LINE ACTIVITIES.**

This agreement ("Agreement" or "Terms of Service") between you and Paperclip Applications ("Paperclip Apps") sets forth the terms and conditions which apply to the use by you of *Treachery: Rise to Caesar* (the "Game") via [www.paperclipapps.com](http://www.paperclipapps.com) (the "Site") (however accessed and/or used, whether via personal computers, mobile devices or otherwise) and related software and other interactive features or downloads (e.g., widgets) that are accessible on or downloadable through, or related to the Site and the Game and owned or operated by Paperclip Apps or any other product or service offered by Paperclip Apps for use, subscription or sale (collectively, the "Site Materials"). Subject to the terms and conditions below, and your acceptance of them, Paperclip Apps agrees to grant, and you agree to take, a non-exclusive, non-transferable, single computer license to use and display the Site Materials (but excluding your right to use or have access to any software source and object code) for your personal (or household) non-commercial use by any machine(s) of which you are the primary user ("Limited License"). Without limiting the foregoing, you agree not to use the contents of the Site Materials for any other use or purpose. You further agree that you will not, and will not attempt to, copy or distribute the content of the Site Materials to any other person unless specifically permitted by Paperclip Apps or otherwise violate the single computer, non-commercial display and use Limited License granted hereunder. Paperclip Apps reserves the right to modify the license granted in this section and the restrictions described in these Terms of Service in writing on the Site, including, without limitation, by charging fees therefore and/or making certain features available through the Site that may invite you to use the Site Materials in a manner not described in these Terms of Service. Paperclip Apps may add, change, discontinue, remove, or suspend any of the Site Materials at any time, without notice and without liability. The Site is intended for an audience that is at a minimum thirteen (13) years of age.

If you do not understand and accept these Terms of Service, do not use the Site Materials. Your use and/or continued use of the Site Materials shall be deemed to constitute your acceptance of these Terms of Service and all of Paperclip Apps' rules and restrictions related to the Site Materials, as they may change from time to time.

In some instances, both these Terms of Service and a separate Terms of Service or guidelines document setting forth additional conditions may apply to a service or product offered via the Site ("Additional Terms"). To the extent there is a conflict between these Terms of Service and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

## Basic Summary:

PLEASE CAREFULLY READ THESE TERMS OF SERVICE BEFORE USING THIS SITE, AS USE OF THE SITE IS CONDITIONAL UPON ACCEPTANCE OF THESE TERMS OF SERVICE, WHICH AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING MANDATORY CONSENT TO ARBITRATION OF DISPUTES. DO NOT USE THIS SITE IF YOU DO NOT AGREE.

1. It is important that you read all of these Terms of Use. However, here are some of the big picture issues:

- Check back each visit as policies and rules may change.
- THESE TERMS OF SERVICE REQUIRE YOU TO AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT, GRANT US CERTAIN RIGHTS AND LICENSES, PROVIDE US CERTAIN INDEMNITIES, WAIVE CERTAIN OF YOUR RIGHTS AND REMEDIES, AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU.
- You must be at least thirteen (13) years of age to use the Site.
- Content you submit is owned by you and you are responsible for all third party rights and payments. You grant us and other users the right to use and exploit your submissions.
- Your use of material off-Site is limited by these Terms of Service.
- If you believe any Site Materials infringe your rights, you may give us notice by following the instructions given at Infringement and Other Notices below.
- You may not use the Site, or the Site Materials, for commercial purposes.
- Your use of the Site is "AS IS", without warranty, and will result in no liability to us.

2. The following is a summary of key game play requirements and restrictions:

- The activities and games on the Site and the Site Materials are just for you to play with while on the Site. You can't sell them, give them to anyone, trade them for anything or pretend you made them. If you wish to do anything EXCEPT play with them, you must get our written permission first.
- All Paperclip Apps user profiles, character names, and content in or on the comment feeds and message boards are created by our users and not by Paperclip Apps. If you post nasty, insulting, sexually explicit, racially disparaging, religiously disparaging or other inappropriate content we have the right (but not the obligation) to delete it from the Site without notice and to freeze or close your account (there will be no refunds of previously purchased reward points (defined below). This rule also applies to inappropriate Game character names. Do not create names that are nasty, insulting, sexually explicit, racist, disrespectful of religions, intended to promote illegal acts or otherwise inappropriate. We can see your messages, so keep it clean and friendly! The Game should be a clean and fun place for everyone. Do not abuse the forums by "spamming" (posting the same message many times) - this can result in warnings or a frozen account! Finally, if you ask for another user's password or personally identifiable information, for any reason, your account can be frozen or terminated. If you see anything inappropriate on the Site, or if

anyone sends you a message that makes you uncomfortable or asks for your password, please visit us immediately at: <http://www.paperclipapps.com/support/>.

- By creating a Game character, by sending bulletins, posting on message boards, or sending us comments or User Content (defined below), you are agreeing that Paperclip Apps can use your Game character and/or User Content elsewhere on our Site and Site Materials, in our advertising, or in any media or manners (now or hereafter known), throughout the universe and forever (including, without limitation, in connection with web sites, television programs, motion pictures, games, merchandising and advertising), without a royalty or payment of any kind to you. So, this means we can use your character and content however we want for as long as we choose. Any User Content submitted must be created ONLY by the person submitting it - you cannot submit someone else's work.
- You understand that Paperclip Apps may supervise user forums and filter content sometimes, but that we don't have a duty to do this. You understand that bad people can use user forums and that user forums can be dangerous places if you do not use caution and good sense. You agree not to give out any personal information, including your password, your first and last name, your phone number, e-mail address, instant messenger screen name or other contact information and not to ask for personal information from other Game players. Use common sense and follow the Game rules!
- If you cheat on any of our games, use any hacking scripting or editing programs in the Game, violate the the Game rules or break the law, we can freeze or terminate your account, or if appropriate, report you to the police.
- You understand that all purchases of virtual items sold in the Game are final and non-refundable, except, in our sole and absolute discretion, and are a limited game play license and not a cash account or equivalent. Once you buy virtual items sold on the Site, you can't get your money back. Further, Paperclip Apps may terminate your Game accounts at any time, with or without notice, in its sole discretion, for any reason or no reason, including if it believes that you are under the age of 13.
- Purchases of the Game virtual goods or other products or services made available via the Site by Paperclip Apps are subject to the Terms and Conditions of Sale which are incorporated herein by reference.
- No one from Paperclip Apps will ever ask you for your password so do not EVER give it out. If someone does, please visit us at: <http://www.paperclipapps.com/support/>.
- The Game moderators are experienced users who may be able to help you find your way around the game. However, the Game moderators are not employees or representatives of Paperclip Apps. Please use the same care in dealing with the Game moderators as you do with other users. If you have concerns about abuse in the game please visit our support site at: <http://www.paperclipapps.com/support/>.

Following is the "Long Version" of the Paperclip Applications Terms of Service:

PLEASE CAREFULLY READ THESE TERMS OF SERVICE BEFORE USING THIS SITE, AS USE OF THE SITE IS CONDITIONAL UPON ACCEPTANCE OF THESE TERMS OF SERVICE, WHICH AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING MANDATORY CONSENT TO ARBITRATION OF DISPUTES. DO NOT USE THIS SITE IF YOU DO NOT AGREE.

## **Ownership of IP:**

Unless otherwise specified in writing on the Site, all Site Materials (including past, present and future versions), including, without limitation: graphics; layout; text; images; audio and/or video; designs; advertising copy; logos; domain names; trade names and marks; service marks and trade identities; any and all copyrightable material (including source and object code); the "look and feel" of the Site; the compilation, assembly and arrangement of the Site Materials are owned, controlled or licensed by Paperclip Apps and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties. Your ability to use the Site Materials is governed by these Terms of Service. The entire contents of the Site Materials are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. Paperclip Apps owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to Paperclip Apps. Third-party content providers own the copyright in content that is original to them. "Treachery: Rise to Caesar" and "Paperclip Apps" are trademarks and service marks of Paperclip Apps. All rights are reserved. All other trademarks and service marks appearing on the Site Materials are the property of their respective owners, including, in some instances, Paperclip Apps. All rights are reserved. Use of any of our trademarks, service marks or names as "metatags" on other web sites is prohibited. You may not display the Site Materials in frames or "in-line links" without express written permission from Paperclip Apps (visit <http://www.paperclipapps.com/support/> for requests).

You agree not to encumber, license, modify, publish, copy, sell, transfer, transmit or in any way exploit, any of the content of the Site Materials (other than your own User Content (defined below)), nor will you attempt to do so. You agree not to copy, redistribute, publish or otherwise exploit Site Material which you download from the Site, except as expressly permitted herein, without the express prior written permission of Paperclip Apps and the owner of such Site Material (from whom you are solely responsible for obtaining permission). You further agree and acknowledge that you shall not acquire any ownership rights (including any rights to license such material) by downloading Site Material from the Site or by purchasing any virtual goods. You can display your personal Game profile information on your own personal web pages for your noncommercial and personal use ONLY, as long as you write "Copyright Paperclip Apps All Rights Reserved. Used With Permission" on EVERY page on which it appears and you link directly to [www.Paperclipapplication.com](http://www.Paperclipapplication.com).

## **Purchases:**

Purchases of Game virtual items sold on the Site are purchases of a limited non-transferable, revocable license. The license may be terminated immediately if your account is terminated for any reason, in Paperclip Apps' sole and absolute discretion, or if Paperclip Apps discontinues providing the Site Materials.

You agree that all purchases of Game virtual items sold on the Site are final. No refunds will be given, except at our sole and absolute discretion. You agree that all Game virtual items will be forfeited if your account is terminated for any reason, at Paperclip Apps's sole and absolute discretion, or if Paperclip Apps discontinues providing the services on the Site. You agree that

the purchase of Game virtual items sold on the Site is the purchase of a limited license to a subscription service and that you have no property interest in the Game virtual items. The Game virtual goods are not gift certificates.

### **Your Content:**

Paperclip Apps does not solicit submissions, creative materials, ideas or suggestions other than those Paperclip Apps specifically requests. Any communications or materials you transmit to Paperclip Apps by e-mail or otherwise including, without limitation, data, questions, comments, ideas, images, writings, music, sounds, audiovisual effects, artwork, design elements, graphics, suggestions, concepts, biographical information, notes or chat or message postings, will be treated as non-confidential and non-proprietary. The Site may invite you to participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Paperclip Apps and/or to or via the Site, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively, excluding Site Materials not created by you, "User Content"). You agree that your User Content is wholly original with you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in these Terms of Service without Paperclip Apps incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

You grant to Paperclip Apps the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, re-sell, sub-license, display, perform, transmit, publish, broadcast, modify, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content and any Collaborative Content (defined below) to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same. You further agree that Paperclip Apps is free to use any ideas, information, concepts, know-how or techniques contained in any User Content you send to the Site or Paperclip Apps, for any purposes whatsoever, including, without limitation, developing, producing, marketing and otherwise exploiting products and/or services using such User Content, and without remuneration of any kind. You further perpetually and irrevocably grant Paperclip Apps the unconditional right to use and exploit your name, persona and likeness included in any User Content and in connection with any User Content, without any obligations to you. You also grant to Paperclip Apps the right to sub-license and authorize others to exercise any of the rights granted to Paperclip Apps under these Terms of Service; and each such third party will be entitled to benefit from the rights and licenses granted to Paperclip Apps under these Terms of Service. Without limiting the generality of the foregoing, you authorize Paperclip Apps to publish your User Content in a searchable format that may be accessed by users of the Site and the Internet. Except as prohibited by law, you waive any rights of attribution and/or any so-called moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

Paperclip Apps has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' licensed rights to your User Content, including, without limitation, by bringing and controlling actions in your name and on your behalf (at Paperclip Apps' cost and expense, to which you hereby consent and irrevocably appoint Paperclip Apps as your attorney-in-fact, with the power of substitution and delegations, which appointment is coupled with an interest).

You agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You should also be aware that submissions of User Content may not be secure, and you should consider this before submitting any information to Paperclip Apps.

You acknowledge and agree that Paperclip Apps will not have any obligation to review, monitor, display, archive, maintain, accept or exploit any User Content. Paperclip Apps may delete, move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that Paperclip Apps reserves the right to treat User Content and/or Collaborative Content (defined below) on the Site, or on certain portions of the Site, as content stored at the direction of users for which Paperclip Apps will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to Paperclip Apps' attention. Such User Content and/or Collaborative Content posted at your or other users' direction need not, however, be maintained on the Site by us for any period of time and you will not have the right, once posted, to access, archive, maintain or otherwise use such User Content and/or Collaborative Content on the Site. You also agree and understand that Paperclip Apps is not obligated to use User Content and/or Collaborative Content and that you will not receive any additional consideration or compensation for your User Content and/or Collaborative Content or for any exploitation thereof.

### **Posting On Other Web Sites:**

You are granted a limited revocable license to post your own character and any other Site Materials that Paperclip Apps specifically gives you notice may be posted on other web sites, on your own personal web site or on a third party web site that permits posting of content at the direction of users provided that such third party web site (i) is not commercially competitive to Paperclip Apps, (ii) does not criticize or injure Paperclip Apps, (iii) does not obtain any rights to such content other than a non-exclusive license to post it at your direction, and (iv) does not charge for access to such content or associate products, services or advertising with such content, so long as the web site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material (an Authorized Web Site). All of Paperclip Apps's rights and remedies are expressly reserved, and Paperclip Apps may revoke this limited license, in whole or in part, upon notice.

### **Rules of Conduct:**

As a user of the Site, you agree that your User Content, and your conduct on the Site will not:

- include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
- defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
- promote violence or describe how to perform a violent act;
- violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity;
- be in violation of the Game rules (collectively "Content Restrictions").

In addition, your activities on the Site and in connection with the Site Materials will not:

- reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
- attempt to impersonate any other party;
- trick, defraud or mislead other users;
- engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, pyramid scheme or other multi-tiered marketing scheme;
- disparage, tarnish, or otherwise harm, in Paperclip Apps' opinion, Paperclip Apps and/or the Site Materials;
- violate these Terms of Service or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Paperclip Apps on the Site;
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material that interferes with any party's uninterrupted use and enjoyment of the Site, the Site Materials, Collaborative Content or the User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Site, the Site Materials, Collaborative Content or the User Content;
- copy or adapt the object code of the Site's software, HTML, JavaScript or other code;
- reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Site creates to generate its web pages or any software or other products or processes accessible through the Site;
- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
- except as may be the result of standard search engine or Internet browser usage, use or launch any automated system, including, without limitation, any spider, robot (or "bot"), scraper or offline reader that accesses the Site or use or launch any unauthorized script;
- cover or obscure any notice, banner or advertisement on the Site;
- use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the site; and/or

- interfere with or circumvent any security feature of the Site or any feature that restricts or enforces limitations on use of or access to the Site, the Site Materials, Collaborative Content or the User Content.

Paperclip Apps uses certain monitoring and filtering of the Site to attempt to enforce these Terms of Service, including the Content Restrictions and the Game rules. However, objectionable content and user behavior may be found to exist and always use caution and common sense when using the Internet, especially when giving out any personally identifying information about yourself or with respect to financial information or transactions. Paperclip Apps does not control or endorse the content, messages or information found in User Content portions of the Site Materials or external sites that may be linked to or from the Game and, therefore, Paperclip Apps specifically disclaims any responsibility with regard thereto. The Game moderators are Site and Game users like you, and not employees or representatives of Paperclip Apps, so caution and common sense should be used both in their presence and absence. Paperclip Apps reserves the right to terminate a user's access to the Game and Site at any time, for any reason we deem necessary.

#### **Disputes With Others:**

You are solely responsible for your interaction with others that you come in contact with through the Site. However, we reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Site. If you have a dispute with other users, you release the Paperclip Apps Parties (defined below) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

#### **Additions and Changes:**

You agree to review these Terms of Use on at least a weekly basis to be aware of Changes (as defined herein). Paperclip Apps has the right, at any time, to:

- add, change or discontinue the Site or Site Materials, or any aspect or feature of the Site or Site Materials, including, but not limited to, content, financial terms, availability and equipment needed for access or use;
- impose, change or modify its terms and conditions applicable to your use of the Site or Site Materials, or any part thereof; and/or
- impose, change or modify the terms and conditions of these Terms of Service ("Changes").

Any such Changes shall be effective immediately upon notice by posting the Changes on the Site or Site Materials or by any other method of notice Paperclip Apps deems appropriate.

Any use of the Site and/or Site Materials by you after notice of the Changes, constitutes acceptance by you of such Changes.

#### **Disclaimers; Limitations; and Waivers of Liability:**

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND SITE MATERIALS IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER PAPERCLIP APPS NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "PAPERCLIP APPS PARTIES") WARRANT THAT THE SITE AND SITE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

PAPERCLIP APPS MAY DISTRIBUTE CONTENT SUPPLIED BY THIRD PARTIES AND USERS OF THE SITE AND SITE SERVICES AND MAY PROVIDE LINKS TO EXTERNAL LOCATIONS OPERATED BY THIRD PARTIES. ALL COMMUNICATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BY OTHER USERS, IS SOLELY MADE BY THE RESPECTIVE AUTHOR(S) OR DISTRIBUTOR(S), AND THE PAPERCLIP APPS PARTIES DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS THEREOF, OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; NOR DO THEY MAKE ANY GUARANTEE, ENDORSEMENT OR WARRANTY WITH RESPECT THERETO. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY TO SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY COMMUNICATION AND AGREE TO USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WITH RESPECT TO ALL COMMUNICATION AND TRANSACTIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SITE AND SITE MATERIALS UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE PAPERCLIP APPS PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE AND SITE MATERIALS. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE PAPERCLIP APPS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE PAPERCLIP APPS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND SITE MATERIALS AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SITE AND SITE MATERIALS AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

UNDER NO CIRCUMSTANCES WILL THE PAPERCLIP APPS PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID PAPERCLIP APPS IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

**Monitoring/Blocking:**

You acknowledge that you do not rely on Paperclip Apps to monitor or edit the Site Materials and that the Site Materials may contain content which you find offensive, and you hereby waive any objections you might have with respect to viewing such content. Please bring any inappropriate content or user behavior to our attention at:

<http://www.paperclipapps.com/support/>.

**External Locations / Linking:**

The Site Materials may contain links to external locations (e.g., other web sites, etc.) and the ability to access external portions of the Internet. You agree that Paperclip Apps is not responsible for the availability of these external locations or the content thereon, including, without limitation, solicitations thereon or products or services made available thereby. You acknowledge that some external locations may contain materials or communications which are unedited, untrue, or illegal in some jurisdictions and may be offensive. You agree to access external locations at your own risk and not to permit minors to have access to inappropriate material. You agree that Paperclip Apps shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such external location and you hereby irrevocably waive any and all claims related thereto against Paperclip Apps. Any concerns regarding any external location should be directed to its respective site administrator, systems operator or webmaster and submit a support ticket to <http://www.paperclipapps.com/support/>.

Paperclip Apps hereby grants you a non-exclusive, limited license, revocable at Paperclip Apps' discretion, for you to link to Paperclip Apps's home page from any Authorized Site.

**Indemnification:**

You agree to defend, indemnify and hold harmless the Paperclip Apps Parties from and against all claims and expenses, including attorneys' fees and costs, arising out of your use of the Site and the Materials and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms of Service. You agree that the provisions in this paragraph will survive any termination of your account(s) or your use of the Site and Site Materials.

**Equipment:**

You agree to be responsible for obtaining and maintaining all telephone, computer hardware mobile devices and other equipment needed for access to and use of the Site and Site Materials, and you shall be responsible for all charges related thereto.

### **Governing Law/Waiver of Injunctive Relief:**

This Agreement and all aspects of your use of the Site and Site Materials shall be governed by and construed in accordance with the internal laws of the United States and the State of Ohio governing contracts entered into and to be fully performed in Ohio (i.e., without regard to conflict of legal provisions) regardless of your location. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Lake County, Ohio, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Lake County, Ohio.

You acknowledge that the rights granted and obligations made hereunder to Paperclip Apps are of a unique and irreplaceable nature, the loss of which shall irreparably harm Paperclip Apps and which cannot be replaced by monetary damages alone so that Paperclip Apps shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any). You agree that any suit, action or proceeding arising out of or relating to these Terms of Service or any of the transactions contemplated herein or related to the Site and Site Materials or any contests, products or services thereon (including without limitation, statutory, equitable or tort claims) shall be resolved solely by binding arbitration before a sole arbitrator under the rules and regulations of the American Arbitration Association ("AAA"); provided, however, that notwithstanding the parties' decision to resolve any and all disputes arising under these Terms of Service through arbitration, Paperclip Apps may bring an action in any court of applicable jurisdiction to protect its intellectual property rights or to seek to obtain injunctive relief or other equitable from a court to enforce the provisions these Terms of Service or to enforce the decision of the arbitrator. The arbitration will be held in Concord, Ohio. The arbitrator shall apply the substantive laws of the State of Ohio, shall issue a written decision, and shall have the power to award any legal remedies consistent with these Terms of Service except for punitive, exemplary or special damages. The parties will split the arbitrator's fee; provided, however, that if any court or arbitrator would find such requirement unconscionable or unenforceable, Paperclip Apps will have the option to pay all of such fees and proceed with arbitration. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

### **Miscellaneous**

Paperclip Apps operates and controls the Site from its offices in the United States. Paperclip Apps makes no representation that the Site is appropriate or available in other locations. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Paperclip Apps to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this Site may be subject to United States export controls. Thus, no software from this Site may be downloaded, exported or re-

exported (a) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms of Service are effective until terminated by either party. Users may terminate these Terms of Service by destroying all Site Materials (including without limitation, all related documentation and all copies and installations thereof, whether made under these Terms of Service or otherwise) obtained from the Site or any other web site or source. The privileges granted to you under these Terms of Service will terminate immediately and automatically without notice from Paperclip Apps if, in our sole discretion, you fail to comply with any term or provision of these Terms of Service. Neither the course of conduct between the parties nor trade practice will act to modify these Terms of Service to any party at any time without any notice to you. These Terms of Service may not be assigned by you without Paperclip Apps' prior written consent. These Terms of Service contain the entire understanding of you and Paperclip Apps, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Site by Paperclip Apps. If any provision of these Terms of Service is found to be illegal or unenforceable, the Terms of Service will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Paperclip Apps' request, you will furnish Paperclip Apps any documentation, substantiation or releases necessary to verify your compliance with these Terms of Service. You agree that these Terms of Service will not be construed against Paperclip Apps by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

### **Infringement and Other Notices:**

Paperclip Apps takes claims of infringement of intellectual property rights, defamation and violation of rights of privacy or publicity very seriously and complies with the complaint procedures of the Digital Millennium Copyright Act. If you believe that any of the Site Material, either in its present or previous form, infringes or has infringed any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please notify us in writing with a letter addressed to Paperclip Apps, c/o Mike Brickman, 7008 Bunbury Lane, Concord, OH, 44077. Your letter should include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark or other right;
2. A description of the copyright, trademark or other right that you claim has been infringed upon;

3. A description of where the material that you claim is infringing is located on the Site or in the Site Materials;
4. Your address, telephone number, and e-mail address;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright, trademark or other right owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your letter is accurate, and that you are the copyright, trademark or other right owner or authorized to act on that person's behalf.

For all other correspondence and complaints of a non-legal nature, please visit:  
<http://www.paperclipapps.com/support/>.