

LAST UPDATED: January 17, 2013

The terms and conditions of these Terms of Service (the "Agreement") are applicable to the web sites located at the domain wikiglobal.net (the "Site"). The Agreement sets forth the terms and conditions that apply to your use of the Site and materials offered thereon (together with any successor web site(s), collectively, the "Service") which are offered to you by WIKI. BY USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICE. USE OF THE SERVICE SIGNIFIES YOUR CONSENT TO THIS AGREEMENT AND THE PRIVACY POLICY.

[Click here to review WIKI Privacy Policy.](#)

**SPECIAL NOTE FOR PEOPLE UNDER EIGHTEEN (18) YEARS OF AGE:** If you are under eighteen, you must have your parent or guardian review and agree to this Agreement on your behalf by clicking the box marked "I have read & accept the WIKI Terms of Service & Privacy Policy". Users under thirteen may not use the Service (as defined below). Please review Section 15 below for more information.

WIKI reserves the right to change this Agreement from time to time, for any reason, which changes WIKI may provide to you by any reasonable means, including without limitation by posting the new version of this Agreement on the Service. We encourage you to bookmark this page and to periodically review it to ensure familiarity with the most current version of this Agreement. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of this Agreement.

When using the Service, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to the Service, which are hereby incorporated by reference into this Agreement.

### 1. Restrictions on Use

The Service is a computer online service. It is accessible to you through a personal computer, or other access device at the domain wikiglobal.net using a communications connection (e.g., internet service provider or modem and telephone line). As part of the Service, you will be provided with services that may include, without limitation, data, information, editorial content, chat rooms, links to other web sites and other computer services that WIKI may decide to offer, subject to the terms hereof. WIKI may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to, (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating

systems), (iii) restricting the amount of use permitted, and (iv) restricting or terminating any User's right to use all or part of the Service, at any time in WIKI's sole discretion and without prior notice or liability. You are responsible for all charges (e.g., telephone, internet service provider or airtime) associated with connecting to the Service. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Service. The Service is owned and operated by WIKI and its affiliated companies and contains material that is derived in whole or in part from material supplied and owned by WIKI and/or its suppliers and licensors. Such material is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based (whether in whole or in part) on, or distribute in any way all or any part of the Service or any material from the Service, including but not limited to code and software ("Material"). You may, however, subject to your compliance with this Agreement, and solely for as long as you are permitted by WIKI to access and use the Service, download certain Material from the Service for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general. In the event that you download Material from the Service, such Material is licensed to you by WIKI and WIKI does not transfer title to any such Material to you.

## 2. Membership Rules and Guidelines

### (a) Registration

Certain of the Service's offerings will be member based services. If you decide to use member based services you will be required to register. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or email address) or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

When you register to use these Services, you will be required to provide certain information about yourself. You agree to provide true, accurate and complete information about yourself, and to update this information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if WIKI suspects that your information is untrue or inaccurate, not current, or incomplete, WIKI may, in its sole discretion, suspend or terminate your membership and refuse current or future access to the Service. Any personally identifiable information supplied hereunder will be subject to the terms of our Privacy Policy. WIKI reserves the right to change the nature of this relationship at any time.

### (b) Passwords/Access codes

Should WIKI provide to you a pass code, or should you select a pass code, that allows you to access certain parts of the Service, you will be solely responsible for maintaining the confidentiality of the pass code and your account information, and will be fully responsible for all activities that occur under your pass code or account. You agree that you will immediately

notify WIKI of any unauthorized use of your pass code or account, or any other breach of security, and that you will log off the Service at the end of each session to prevent fraud on your account by third parties.

### (c) Rules for Use of the Service

#### (1) Conduct Required for Use of the Service

It is a condition of your use of the Service that you do not: (i) restrict or inhibit any other user from using and enjoying the Service; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable information of any kind, including without limitation, any images or other material depicting Nudity as herein defined; (iii) post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms, Easter eggs, time bombs, spy ware, Trojan horses or any other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (iv) post or transmit any information, software or other material that is fraudulent or tortuous or that violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission); (v) post or transmit any information, software or other material that contains a virus or other harmful component; (vi) post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking; (vii) post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunities or any other forms of solicitations; (viii) solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users; (ix) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; (x) resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database; (xi) use the Service to collect personally identifying information about users of the Service in violation of our Privacy Policy; (xii) disguise a file type to thwart WIKI detection processes; (xiii) post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law; (xiv) attempt to gain unauthorized access to other computer systems or networks connected to the Service, (xv) remove any copyright, trademark or other proprietary rights notice from the Service or materials originating from the Service; or (xvi) frame or mirror any part of the Service without WIKI's express prior written consent. For the purposes of this Agreement, "Nudity" shall include, without limitation, images depicting persons with

unclothed genitalia or persons wearing transparent clothing over genitalia. You agree that you will not use the Service, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. WIKI, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section. Except as otherwise expressly permitted by this Agreement or under applicable law, you may not decompile, reverse engineer, disassemble or reduce any portion of the Service to a human-readable form, or attempt to do any of the above. In accordance with mandatory statutory rights, you may decompile any portion of the Service and use such decompiled portion if, and only to the extent that, such decompilation is necessary to obtain the information necessary for an independently created program to be interoperable with the relevant portion of the Service or with another program, and the information so obtained is not used for any other purpose; provided always that prior to such decompilation you have requested the relevant information in writing to WIKI and WIKI has not provided the information within one month of your written request.

### (2) Monitoring

WIKI has no obligation to monitor the use of the Service by members. You acknowledge and agree that WIKI reserves the right to, and may from time to time, monitor any and all information uploaded to this Service for operational or other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy and applicable privacy laws and regulations. Use of the Service constitutes consent to such monitoring. Furthermore, WIKI reserves the right at all times to refuse to post, alter or remove any information or materials, in whole or in part, that in WIKI's sole and absolute discretion are objectionable or in violation of this Agreement.

In addition, WIKI reserves the right at all times to disclose any information posted on any portion of the Service as necessary in order to operate the Service, to protect WIKI, its parent or subsidiary companies,

its affiliates and their respective directors, officers, employees and agents and the Service's users, to satisfy any law, regulation or governmental request or to enforce this Agreement.

### (3) License

By uploading files, inputting data, submitting content (including without limitation, comments to blogs) or engaging in any other form of communication (a "Communication") through the Service you are granting

WIKI a royalty-free, irrevocable, transferable, perpetual, non-exclusive, unrestricted, worldwide license to (i) use, copy, sublicense (through multiple tiers), adapt, edit, modify, translate, reformat, distribute,

transmit, publicly perform, display, reproduce or create derivative works from any such Communication in any form of media or technology now known or later developed or invented, and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of WIKI. For each Communication, you represent and warrant that you have all rights necessary for you to grant the license granted in this section, and that such Communication, and your provision thereof to and through the Service, complies

with all applicable laws, rules and regulations. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Communication that you may have under any applicable law under any legal theory.

#### (4) Content on the Service

Communications posted through the Service may be provided by users such as you who are unaffiliated with WIKI, and the user providing each such Communication is solely responsible for the content thereof. This means that you, and not WIKI, are entirely responsible for all Communications that you upload, post, email or otherwise transmit to or via the Service. In using the Service or receiving e-mail messages from members through the Service, you should not assume that such messages have been reviewed by WIKI, that such Communications contain correct information, or that the persons posting such Communications have accurately identified themselves and/or their affiliation with any third party. WIKI neither endorses nor is responsible for any opinion, advice, information or statements made in the Communications by third parties. You understand that by using the Service, you may be exposed to Communications that are offensive, indecent, or objectionable. Under no circumstances will WIKI be liable in any way for any Communication, including, but not limited to, liability for any errors or omissions in any Communication, or for any loss or damage of any kind incurred as a result of the use of any Communication posted, e-mailed, or otherwise transmitted via the Service. The opinions expressed in the Communications reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of WIKI.

#### (5) Blogs

Blogs on the Service may permit registered users to submit comments to the blogs. WIKI staff, in their sole discretion, may review, edit and shorten the submitted comments. WIKI staff, in their sole discretion may select certain comments to post. Blog comments may include one or more of the following: your screen name, first name, last name initial and state. In some instances we may ask registered users how they would like to be identified in a blog comment.

By making a comment to a blog, you are representing and warranting 1) that you are at least 18 years old and 2) that your comment does not violate the rights of any other person or entity. You will not receive any compensation for your comment or for granting any of these rights. WIKI is not obligated to use your comment.

### 3. How Our Service Works

WIKI provides users with access to a rich collection of resources related to lifestyle, such as electronic devices, forums, club (the "Content"). Some of our Content requires users to be registered and other Content requires users to pay a fee which could be billed either in regular increments (e.g. monthly) or on a pay-per-use basis.

You understand and agree that the Service may include certain communications from WIKI, such as service announcements or administrative messages, and that these communications are part of the Service and you

will not be able to opt out of receiving them. You understand and agree that the Service is provided "AS-IS" and that WIKI assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third party fees (such as internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Service.

#### 4. Customer Support

Distributors are required to order MOQ (Minimum Order Quantity) of 200 units of our products. A non-refundable distributor registration fee may be required or as prescribed in the region of operation.

Order lead time for distributors could take up to 2 weeks.

All customer support for our products and Service will be conducted primarily online and/or via email at [customercare@wikiglobal.net](mailto:customercare@wikiglobal.net). Reasonable advertisement shall be conducted on and offline.

Adequate warranty shall be provided on our products. Exclusive partners will be expected to make a minimum monthly order quantity of 1000 units of any or a combination of our products. WIKI shall not grant refunds on deposits for orders placed and in process. Payment will be required in full either by credit card or direct deposit before delivery.

#### 5. Submissions

WIKI is pleased to hear from users and welcomes your comments regarding WIKI's products and services. WIKI's company policy allows it to accept or to consider creative ideas, suggestions, or materials. Accordingly, while we value your feedback, we must ask that you do not send original creative materials. If, at our request, you send certain specific submissions (for example contest entries), or without a request from us you send creative suggestions, ideas, notes or concepts or other materials (collectively, "Comments"), they shall be deemed, and shall remain, the property of WIKI, and shall otherwise be subject to the provisions below. You represent and warrant that you are authorized to grant all rights in the Comments to WIKI. Disclosure, submission, or offer of any Comments shall constitute an assignment to WIKI of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such Comments. WIKI may edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to WIKI and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the Comments. WIKI is and shall be under no obligation to: (1) maintain any of your or any user's Comments in confidence; (2) to pay to you or any user any compensation for any Comments; or (3) to respond to any of your or any other user's Comments.

#### 6. Merchants and Rules for Sweepstakes, Contests, Raffles and Similar Promotions

In addition to the terms and conditions of this Agreement, any sweepstakes, contests, raffles or similar promotions (collectively, "Promotions") made available through the Service may be

governed by specific rules that are separate from this Agreement. We note that you should review the specific rules for a particular Promotion to determine whether you are eligible to participate in such Promotion. By participating in any such Promotion, you will become subject to any specific rules applicable to such Promotion, which may vary from the terms and conditions set forth herein. WIKI urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control. Your correspondence or business dealings with, or participation

in promotions of, merchants found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. WIKI will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Service.

### 7. Disclaimer of Warranties

WIKI HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. WIKI, ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS DO NOT OPERATE, OR CONTROL IN ANY RESPECT, ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WIKI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. WIKI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WIKI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE.

YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE SERVICE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SERVICE, INCLUDING THE INFORMATION, AND FOR MAINTAINING ANY MEANS THAT YOU MAY

REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE, AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. WIKI FURNISHES THE INFORMATION AVAILABLE ON THE SERVICE WITHOUT RESPONSIBILITY FOR ACCURACY AND YOU AGREE THAT ERRORS CONTAINED IN SUCH INFORMATION SHALL NOT BE MADE THE BASIS FOR ANY CLAIM, DEMAND OR CAUSE OF ACTION. WIKI AND ITS VENDORS BELIEVE THEIR DATA AND TEXT SERVICES TO BE RELIABLE, BUT ACCURACY IS NOT WARRANTED OR GUARANTEED.

YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

### 8. Limitation of Liability

IN NO EVENT SHALL WIKI, ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, WIKI'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WIKI, ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WIKI, ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.



### 9. Indemnification

You agree to defend, indemnify and hold harmless WIKI, its parent or subsidiary companies, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

### 10. Trademarks

WIKI, the WIKI logo, and the WIKI bubble are trademarks of MANTEECORP. And all other trademarks, service marks and trade names used on the Service are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of WIKI or the owner of such trademark, service mark or trade name, except as explicitly permitted in Section 1 above.

### 11. Minors

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Service, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Service; and (c) the consequences of any use of the Service by such Minor. Children under the age of 13 may not register for any Service hereunder. At various places on the Service, we may ask whether users are under the age of 18 or 13. WIKI relies on our users to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our privacy policy.

WIKI is concerned about the safety and privacy of all its users, particularly children. For this reason, parents or guardians who wish to allow their children access to the Site should assist them in selecting appropriate Content and supervise their access to the Site. Please remember that the Site is designed to appeal to a broad audience. Accordingly, as your child's legal guardian, it is your responsibility, not the responsibility of WIKI, to determine whether any portion of the Site, or any site linked from the Site, is appropriate for your child. WIKI invites parents and guardians to visit the web site of the Internet Watch Foundation at <http://www.iwf.org.uk/> for information and advice on protecting their children when they are online. Parents and guardians, please note that parental control protections (such as computer hardware, software or filtering services) are available that may assist you in limiting access to material that is harmful to minors.

### 12. Child Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230(d) as amended, WIKI hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the America Links Up web site, <http://www.netparents.org/parentstips/browsers.html>.

### 13. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States of America or the country in which you reside.

### 14. Modification to the Terms of Service

WIKI reserves the right, in its sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service without notice. The Service may provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Service. Please review this Agreement from time to time so that you will be apprised of any changes. Continued use of the Service by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

### 15. Third Party Applications

Your access to or use of the Service may require your use of a media player or other application that is not provided by WIKI. Your use of such media player or other application will be governed by the license agreement accompanying the same, and you agree to comply with all of the terms and conditions of such license agreement. PLEASE NOTE THAT WIKI IS NOT RESPONSIBLE OR LIABLE FOR YOUR USE OF SUCH THIRD PARTY APPLICATIONS.

16. Rules for Message Boards, Chat Rooms, and Other User-Supplied Material Portions of the Service may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Service or others ("Post" or "Postings"). Postings do not reflect the views of WIKI, its parent or subsidiary companies, its affiliates or their respective officers, directors, employees or agents, and WIKI does not have any obligation to monitor, edit or screen any Postings, but may do so in its sole discretion. Notwithstanding anything else in this Agreement, WIKI should not be seen as endorsing any Post in any way. WIKI, its parent company, and their respective officers, directors, employees,

subsidiaries and/or affiliates shall not be liable for any Posting that is in violation of this Agreement.

You acknowledge that anything you submit to the Service by way of any Posting is routed through WIKI's servers and the Internet and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that the Posting and features on the Service are postings for public and not private communications. Please keep in mind that whenever you give out personal information online, for example, via message boards or chat, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk. (Users under the age of 18 should be especially careful not to provide any personally identifying information while using chat rooms or message boards. As set forth in this Agreement, users of chat rooms and message boards must follow acceptable standards of behavior when posting messages online.)

If a Posting originates from you or your account, you hereby agree not to post any materials that (1) interfere with anyone else's use of the Service; (2) are abusive, illegal, defamatory, libelous, indecent, obscene, offensive, or threatening in any way; (3) encourage anyone to break the law; (4) violate anyone's copyright, trademark or other property right; (5) interfere with the privacy of any other user; (6) contain a virus or any other harmful component; or (7) contain false or misleading statements of fact or descriptions of the origin of the material or the communication. You agree to comply with any additional terms which are referred to on the Service or any sub site within the Service.

Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

### 17. Miscellaneous

You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by WIKI to provide the Service hereunder. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of WIKI. Any assignment of the foregoing other than as provided for in this section shall be null and void, ab initio. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to

reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service or access to the Service. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. If you believe that any content on the Service (including, without limitation, Postings) violates any of the terms of this Agreement, please [Click here](#) to send us a message about it. We will not respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message. You acknowledges that the provisions of this Agreement are intended to inure to the benefit of entities affiliated with WIKI or licensors of WIKI or any of its affiliated entities as third party beneficiaries of this Agreement, and WIKI, its affiliated companies or its or their licensors will be entitled to enforce such provisions against you.

### 18. Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement (including any of our policies referred to herein) shall be governed by and construed in accordance with the laws of the State of California and the United States of America without giving effect to any principles of conflicts of law. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods. You hereby agree that any disputes arising under or in connection with this Agreement and/or the Service shall be submitted for resolution to state or federal courts located in the City and County of San Francisco, California, and you hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.