

PLAYMESH TERMS OF USE

The following terms and conditions (the “Agreement”) govern all use of the “PlayMesh” website, chat forums, games and other applications (taken together, the “Service”). The Service is owned and operated by PlayMesh, Inc. (“PlayMesh”). The Service is subject to your (the “User”) acceptance without modification of all of the terms and conditions contained herein. BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

PlayMesh reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User’s responsibility to check this Agreement periodically for changes. User’s continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

This Agreement is void where prohibited by law, and the right to access and use the Service is revoked in such jurisdictions.

1. AGE RESTRICTION.

The Service is available only to individuals who are at least 14 years old. User represents and warrants that if User an individual, User is at least 14 years old, User is of legal age to agree to these terms and conditions or User has his/her parents permission to do so, and that all registration information User submits is accurate and truthful. PlayMesh may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

2. LICENSE.

Subject to the terms and conditions of this Agreement, User shall have a non-exclusive, non-transferrable, non-sublicensable to access the Service from User’s mobile device or computer solely for the purposes for which the Service is provided. This license is personal to User and User will not use the Service for any commercial purpose.

3. RESTRICTIONS.

User shall not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (ii) modify or create derivatives of any part of the Service; (iii) rent, lease, or use the Service for timesharing or service bureau purposes; or (iv) remove or obscure any proprietary notices on the Service. As between the parties, PlayMesh shall own all title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof.

User shall not (i) submit false information to the Service, (ii) use the Service to libel, defame, threaten, harass, or otherwise harm and third party, or (iii) use the Service for any purpose that is unlawful or prohibited by this Agreement.

User shall not use the Service on behalf of (or per the request or instruction of) any third

party. User shall not request that any third party, or pay or otherwise influence any third party to, manipulate or otherwise affect the Service in any manner (including, without limitation, with respect to the results displayed or generated by PlayMesh or the Service).

In the event User submits any content, data or information to the Service, User represents and warrants that User the full right and authority to do so (without any infringement of, or conflict with, the rights of any third party).

4. USER SUBMITTED CONTENT.

The Service may allow user to submit, post or upload information and/or content (such as in chat forums). By submitting the User Submission(s) to the Service, User hereby does and shall grant PlayMesh a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to reproduce, distribute, display, and perform the User Submission(s) in connection with the Service. For clarity, the foregoing license grant to PlayMesh does not affect User's other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in User's User Submission(s). User Submission(s) may be withdrawn by written request to support@playmesh.zendesk.com to delete content and terminate User's account.

In connection with User's User Submission(s), User affirms, represents, and warrants that: (i) User owns or has the necessary licenses, rights, consents, and permissions to use and authorize PlayMesh to use each and every image and sound contained in each such User Submission and to enable inclusion and use of such User Submission(s) in the manner contemplated by the Service and this Agreement; (ii) User has the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submission(s) in the manner contemplated by the Service and this Agreement; and (iii) the posting of your User Submission on or through the Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any person or entity. User agrees to pay all royalties, fees, and other monies owing any person or entity by reason of any content posted by User to or through the Service.

User further agrees that User will not: (i) publish falsehoods or misrepresentations that could damage PlayMesh or any third party; (ii) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (iii) post advertisements or solicitations of business; (iv) impersonate another person; (v) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity right, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant PlayMesh all of the license rights granted herein; or (vi) submit material that is unsuitable for minors in any country.

PlayMesh does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and PlayMesh expressly disclaims any and all responsibility or liability in connection with User Submission(s). PlayMesh reserves the right to, in its sole discretion,

remove any User Submission(s) at any time (with or without notice).

5. COPYRIGHT.

User agrees that all content and materials delivered via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by PlayMesh in writing, User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content.

6. MEMBER DISPUTES.

User is solely responsible for your interactions with other Service users. PlayMesh reserves the right, but has no obligation, to monitor disputes between User and other Service users. If User has a dispute with one or more users of the Service, User shall and hereby does release PlayMesh (and its officers, directors, agents, subsidiaries, joint ventures and employees) 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 disputes. If User is a California resident, User waives California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. FEES AND PAYMENT.

Some features of the Service may require payment of fees. User shall pay all applicable fees, as described by the Service in connection with such for-fee applications/products/services purchased by User. PlayMesh reserves the right to change its prices and to institute new charges at any time, upon ten (10) days prior notice to User, which may be sent by email, notified via a game User is accessing through the Service, or posted on the PlayMesh.com.

8. INDEMNIFICATION.

User is responsible for all of its activity in connection with the Service. User shall defend, indemnify, and hold harmless PlayMesh, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from User's (i) access to or use of any of the Services, (ii) User Submission(s) or reliance on other user's User Submission(s), or (iii) otherwise from User's violation of this Agreement.

9. WARRANTY DISCLAIMER.

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PLAYMESH MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE SERVICE WILL MEET USER'S REQUIREMENTS. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. LIMITATION OF LIABILITY.

IN NO EVENT SHALL PLAYMESH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FORESEEABLE, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100.00 (U.S.). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERMINATION.

PlayMesh may terminate User's access to the Service at any time, with or without cause. Upon termination, User will no longer access (or attempt to access) the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

12. PRIVACY.

PlayMesh' current privacy policy is available at http://playmesh.com/files/PlayMesh_Privacy_Policy.pdf (the "Privacy Policy"), which is incorporated by this reference.

13. THIRD PARTY SITES.

The Service may permit User to link to third party applications, websites, products and/or services ("Third Party Services"). These Third Party Services are not under PlayMesh's control, and User acknowledges that PlayMesh is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of any Third Party Services. The inclusion of any such link to Third Party Services does not imply endorsement by PlayMesh or any association with their operators.

14. MISCELLANEOUS.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. PlayMesh shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond PlayMesh' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with PlayMesh' prior written consent. PlayMesh may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of California, as if made within California between two residents thereof, and the parties submit to the exclusive jurisdiction and venue of the state and Federal courts located in San Francisco, California. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements,

communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind PlayMesh in any respect whatsoever.