

MADEFIRE, INC.

TERMS OF USE

1) **INTRODUCTION.** These terms of use, as amended from time to time, are a legal agreement between Madefire, Inc., its affiliates and any of their respective successors or assigns (collectively, "Madefire," "we" or "us") and you regarding your use of Madefire's websites, products or applications created or controlled by Madefire (collectively, the "Services"). The Services are offered to you by Madefire and, in certain instances, its development and technology partners, suppliers, service providers, licensors and licensees (collectively, "Third Party Providers") who may assist in the development, hosting, operation, distribution, marketing, publication or exploitation of the Services. Your access to and the use of the Services is subject to your acceptance of the terms, conditions, policies and notices contained herein (the "Agreement") and constitute a legal contract between you and Madefire. By accessing and using any part of the Services, you acknowledge that you have read, understood and agree to be bound by this Agreement. Additionally, when you use or access the Services, you will also be subject to our [Privacy Policy](#) (as of the most recent effective date) and any additional rules, guidelines or policies applicable to certain parts of the Services that we may post or are otherwise communicated to you. If you do not agree to be bound by this Agreement or the Privacy Policy, then please discontinue using or accessing the Services. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check this Agreement periodically for changes. Your continued use of the Services after the posting of changes will mean you agree to abide by those changes.

2) **SUBMISSIONS.** Madefire company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those we gave specifically requested. Accordingly, we must request that unless so requested (and subject to separate and additional terms Madefire may require) no users of the Services submit or send any original creative materials, including but not limited to submissions of scripts, story lines, characters, drawings, information, suggestions, ideas or concepts. If you send certain specific submissions (e.g., postings to chats, surveys, message boards, contests, or similar items) or, despite our request that you not send us any other creative materials, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively the "Submissions") such Submissions shall be deemed and shall remain the property of Madefire in perpetuity. By making any Submission, the sender automatically grants, or warrants that the owner of such material expressly grants, Madefire the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) throughout the universe

and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for any purpose that Madefire chooses, whether internal, public, commercial, or otherwise, without any compensation, credit or notice to the sender whatsoever. The sender waives all so-called "moral rights" in all Submissions. The sender further waives the right to make any claims against Madefire relating to unsolicited Submissions, including, but not limited to, unfair competition, breach of implied contract and/or breach of confidentiality.

3) GRANT OF LIMITED LICENSE TO USE THE SERVICES. Subject to the terms and conditions of this Agreement, you are hereby granted a limited non-exclusive, non-transferable, non-assignable revocable license during the term of this Agreement to access and use the Services in the manner in which their use is intended by Madefire. Except in connection with the foregoing limited license, you acknowledge that you shall acquire no other rights in any Madefire products or any part of the Services unless specifically and expressly granted by Madefire in writing. You agree that, as between you and Madefire, all the intellectual property rights in the Services are owned or controlled by Madefire or its licensors. ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY MADEFIRE. Madefire reserves the right to interrupt all or any aspect of Services from time to time on a regularly scheduled basis or otherwise with or without prior notice, for any reason (or no reason), including, without limitation, in order to perform maintenance. You understand and agree that delays and disruptions of other network transmissions are completely beyond our control. You acknowledge that the Services may also be interrupted for reasons beyond the control of Madefire and Madefire cannot guarantee that you will be able to access the Services or your User Account (as defined below) whenever you may wish to do so. Madefire has the right at any time for any reason or no reason to change and/or eliminate any aspect of the Services as Madefire shall determine at its discretion. Solely for purposes of clarity and without limiting or waiving any term or condition set forth elsewhere in this Agreement, we are entitled, with immediate effect, to block your access to the Services where you use the Services in a manner that violates applicable law or in a manner that Madefire determines is a breach of this Agreement. Your right to access and use the Services is provided at our discretion, and your account may be suspended or terminated at any time and for any reason. Only individuals may apply for registration, and organizations or companies are not eligible to register for Services without the express written permission of Madefire, which it may withhold in its discretion.

4) ELIGIBILITY. You are only eligible to register for certain Services if you meet certain requirements as may be set forth at the time of registration. If you do not meet such requirements, then you may not register for Services.

5) USER ACCOUNT. Certain content and Services that Madefire may offer or that you may wish to access will require that you first register with Madefire and create an account (“User Account”), although many Services are accessible without the requirement of a User Account. This Agreement applies equally to your access to and use of the Services without establishing a User Account as well as your access to and/or use of the Services for which a User Account is required.

a) Establishing a User Account. To establish a User Account, you may be required to provide Madefire with certain personal information, including without limitation, your first and last name, date of birth, e-mail address, account information for certain third party sites or networks such as Facebook or Twitter, phone numbers (including cell phone numbers), mailing address and zip code that may be used to identify you as an authorized user of the Service. You agree that you will supply accurate information to Madefire when requested, and that you will update that information promptly if it changes. Madefire reserves all rights to pursue legal action against all persons who misrepresent personal information or who are otherwise untruthful about their identity, and to suspend or cancel User Accounts registered with inaccurate or incomplete information.

b) Login Information. During the registration process, or in connection with certain features or products that may be available through the Services, you may be required to select a username and a password (collectively, “Login Information”). It is important that you remember your Login Information and that you keep your Login Information in a safe and secure offline location. You may not share or transfer your User Account or the Login Information with anyone other than as expressly set forth in this Agreement. You are responsible for protecting the confidentiality of the Login Information, and you will be responsible for all use of your User Account accessed with your Login Information, whether or not authorized by you. Any unauthorized access, use, distribution or transfer of your User Account or Login Information may result in suspension, termination, or cancellation of your User Account and your access to and use of the Services.

c) Security of Your User Account and Login Information. In the event that you become aware of or suspect unauthorized use of your User Account or Login Information or any other breach of security, you agree to immediately notify Madefire of such use pursuant to the Notice provision below, and ensure that you secure your User Account, Login Information and computer from unauthorized access and use. Once we are notified of any unauthorized use or breach of security, we will attempt to reset your Login Information, which may require you to provide us with a new username or password. In accordance with our Privacy Policy, we have implemented technical, administrative and physical security measures to help safeguard and prevent

unauthorized access, use or disclosure of your personal information. Although we use reasonable efforts to safeguard the security of your personal information, transmissions made on or through the Internet and personal information stored on our servers or the servers of Third Party Providers that we may use are vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and are vulnerable to interception during transmission. Madefire hereby disclaims any liability for security breaches, access to or disclosure of your personal information or the unavailability of the Services or any delay or failure to perform resulting from any causes whatsoever.

d) No Ownership of Your User Account. YOU AGREE THAT YOU HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR USER ACCOUNT, AND THAT ALL RIGHTS IN AND TO THE USER ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF MADEFIRE.

6) CODE OF CONDUCT. Your use of the Services is governed by certain rules (the "Code of Conduct") maintained and enforced by or on behalf of Madefire and to which you (and all users) must adhere. It is your responsibility to know, understand and abide by the Code of Conduct. The following rules are not meant to be exhaustive. In addition to the conduct specified below, Madefire reserves the right, in its discretion, to take disciplinary or other measures as it sees fit in response to conduct that it deems unacceptable, including, without limitation, to delete or alter any username or the suspension, termination, or cancellation of your User Account and your access to and use of the Services, or terminate any license granted in this Agreement, for any reason Madefire may deem necessary. Madefire reserves the right to modify the Code of Conduct at any time.

a) Unacceptable Online Conduct. Any attempt by you to disrupt, or encourage or promote the disruption of the Services may be a violation of criminal and civil laws. You agree that you will not violate any applicable law, rule or regulation in connection with your use of the Services, nor will you interrupt or attempt to interrupt the operation of the Services in any way, including without limitation, the following:

i) use any unauthorized third-party that intercepts, or otherwise collects, information from or through the Services;

ii) modify or cause to be modified any files that are a part of the Services in any way;

iii) facilitate, create or maintain any unauthorized connection to the Services; or

iv) disrupt or assist in the disruption of any computer used to support the Services or another individual's access to or use of the Services.

b) Username Rules. Madefire may change your username, block your registration, remove your username from all aspects the Service, and/or suspend or terminate your access to the Service if Madefire determines, at its discretion, that your username is contrary to the terms of this Agreement, including, without limitation, the requirements set forth in this Section 5. You may not use any name:

i) that belongs to another person with the intent to impersonate that person or that may mislead others to believe you to be the other person an employee of Madefire;

ii) that uses vulgar or insulting language or which is otherwise offensive, defamatory, obscene, hateful, or racially, ethnically, or religiously charged, or other language Madefire considers objectionable;

iii) that belongs to a popular culture figure, character, celebrity, media personality or any other name protected by a third-party's trademark(s), service mark, publicity rights or other proprietary rights;

iv) that is, contains, or is substantially similar to, a trademark or service mark, whether registered or not; or

v) that is related to drugs, sex, alcohol, or criminal activity.

c) Rules Related to Use of Games, Apps and Other Content available as part of the Services. If you download or otherwise access a game or application (commonly known as an "app") or any other content through a third party distributor or provider (collectively, "Third Party Channels") and breach the terms and conditions associated with the access and use of such Third Party Channels, or otherwise use or access such game app or content in a manner that Madefire deems inappropriate, then your User Account may be immediately terminated or suspended.

7) **BLOGS AND OTHER INTERACTIVE AND SOCIAL FEATURES**. To the extent such service is available on our website, you are welcome to post, transmit or submit messages ("Messages") to forums, blogs, bulletin boards, chat rooms, user commenting features or other interactive or social features that may be offered within, or in connection with, the Services (collectively, "Forums"). If you use any such Forums, you should be aware that any personal information you

submit, display, or publish there is considered publicly available and can be read, collected, used, and disclosed by other users of those features, by us, and other third parties without restriction. Madefire accepts no responsibility whatsoever in connection with or arising from such Messages, or for the personal information you choose to submit in these features. Madefire does not endorse and has no control over the content of Messages submitted by others to Forums. Messages submitted to Forums are not necessarily reviewed by Madefire prior to posting and do not necessarily reflect the opinions or policies of Madefire. Madefire makes no warranties, express or implied, as to the content of the Messages in the Forums or the accuracy and reliability of any Messages and other materials in the Forums. Nonetheless, Madefire reserves the right to prevent you from submitting content to Forums and to edit, restrict or remove such Messages for any reason at any time.

Madefire assumes no responsibility for actively monitoring Forums for inappropriate Messages. If at any time Madefire chooses, in its sole discretion, to monitor the Forums, Madefire nonetheless assumes no responsibility for the content of the Messages, no obligation to modify or remove any inappropriate Messages, and no responsibility for the conduct of the user submitting any Message. In submitting Messages to Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended. You agree that Madefire accepts no liability whatsoever if it chooses to block your Messages from being submitted or if it edits, restricts or removes your Messages. You also agree to permit any other user of the Madefire Services to access, view, store or reproduce the material for that other user's personal use and not to restrict or inhibit the use of the Madefire Services by any other person.

You agree that any Message whatsoever submitted by you becomes the property of Madefire and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed and published, displayed or deleted as Madefire may determine.

You will not post, email or make available any content (including without limitation submission of any Messages to Forums or any Submitted Content) to users or use the Madefire Services: (i) in a manner that infringes, violates or misappropriates Madefire's or any third party's copyright, trademark, trade secret or other intellectual or property rights, contractual rights or rights of publicity or privacy (and by submitting Messages to Forums or any Submitted Content, you represent to Madefire that you are the rightful owner of such content or that you have first obtained permission to submit the material from the rightful owner); (ii) to reveal any confidential information; (iii) in a manner that contains software viruses or any other computer code, files or

programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) to engage in illegal activities or any advertising, commercial, marketing or promotional activities that are intended to solicit a person to buy or sell services or to make donations, or link to, directly or indirectly, any sites that violate this Agreement, any applicable laws, regulations or generally-accepted advertising industry guidelines, including to other users; (v) in a manner that is misleading, deceptive or fraudulent or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes; (vi) in a manner that is libelous or defamatory, or in a way that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another's privacy or publicity rights; (vi) in a manner that is harmful to minors in any way; (vii) in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age; or, (viii) is otherwise objectionable, as determined by Madefire.

8) COMMUNICATION AND OTHER FEATURES AVAILABLE IN CONNECTION WITH GAMES, APPS AND OTHER CONTENT AVAILABLE AS PART OF THE SERVICES.

a) Communication Features. When using or accessing Third Party Channels, you understand that you may be exposed to messages, information, data, text, software, graphic files, advertising or other materials, whether in written, verbal, electronic, digital, machine-readable or other form (whether now known or hereafter to become known) from other users ("Third Party User Material") and that you might find such Third Party User Material objectionable. Madefire and its Third Party Providers do not control the content of any Third Party User Material and do not guarantee its accuracy, integrity, legality, usefulness, safety or intellectual property rights or quality. You understand that any Third Party User Material sent through or appearing on the Third Party Channels is the sole responsibility of those users or persons transmitting such Third Party User Material. This means that you, and not Madefire or its Third Party Providers, are entirely responsible for all Third Party User Material that you transmit or receive. Under no circumstances will Madefire or its Third Party Providers be liable for any errors or omissions in any Third Party User Material or for any loss or damages of any kind incurred as a result of the access to, downloading, viewing, listening, use of or inability to use any Third Party User Material. Madefire and its Third Party Providers have no obligation to monitor or supervise Third Party User Material, and expressly disclaim any representation that they will monitor or supervise such Third Party User Material. You agree that you have no expectation of privacy in connection with any Third Party User Material. You also agree to indemnify and defend and hold Madefire and its Third

Party Providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of, your violation of these terms and conditions or your violation of any rights of another.

b) Purchase Features. Some applications offered by way of the Services or otherwise referenced on the Madefire website may include the ability to make purchases within the application itself (also referred to as "in-app purchases"). This can include the ability to purchase additional content or access additional features without having to leave the application. The device on which you are accessing such applications may include settings that prevent access to certain features or content, which may allow you to turn off the ability to make in-app purchases. For example, Apple, Inc. outlines the steps required to enable restrictions on certain of its devices currently at <http://support.apple.com/kb/HT4213>. Please review your settings on your device or seek advice from your data carrier or the manufacturer of your device on how to change your settings or enable restrictions.

c) Social Network Access. When using some applications offered by way of the Services or otherwise referenced on the Madefire website, you may have the ability to access a social network. If you access a social network, you may need to share information (some of which could be personally identifiable information).

9) **OWNERSHIP**. Nothing contained in this Agreement shall be construed as conferring any license or right, by implication, estoppel or otherwise without the written permission of Madefire. You acknowledge that all rights, ownership, intellectual property and title in and to the Services, including without limitation any User Accounts, Login Information, titles, trademarks, trade names, service marks, moral rights, computer code, themes, objects, catch phrases, locations, concepts, artwork, animations, sounds, music, video, photographs, opinions, images, text, audio-visual effects, or methods of operation and any documentation related to any of the aforementioned items (collectively, "Materials") are owned and controlled by Madefire or its Third Party Providers. You may not use, copy, reproduce, create derivative works from, perform, publicly display, adapt, upload, modify, edit, publish, post, transmit, participate in the transfer or sale, license, distribute or exploit, in any way whatsoever, the Materials contained in the Services without the express written permission of Madefire or its Third Party Providers. Any modification of the Materials or any portion thereof, or unauthorized use of the Materials for any other purpose, constitutes an infringement of Madefire's, or its Third Party Providers', copyrights and other proprietary rights and, for clarity, nevertheless are created for Madefire or its Third Party Providers' sole and exclusive benefit, and are owned and controlled by Madefire or its Third Party Providers.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to any Madefire website so long as the link does not portray Madefire or its products or services or Third Party Providers in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Madefire logo or other proprietary graphic or trademark as part of the link without express written permission.

10) DIGITAL MILLENNIUM COPYRIGHT ACT.

a) We respect the intellectual property rights of others and request that users of the Services respect the intellectual property rights of others as well. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we will remove any content that allegedly infringes another party's copyright and reserve the right to suspend, terminate, or cancel a User Account or a user's access to and use of the Services if a user is found to be a repeat infringer. If you believe your work has been copied and is accessible through the Services in a way that constitutes copyright infringement, you may notify our designated copyright agent (specified below) in writing with the following and in the form required by 17 U.S.C. 512 of the United States Copyright Act:

i) provide your physical or electronic signature;

ii) identify the copyright work that you believe is being infringed;

iii) identify the item in the Services that you think is infringing your work and include sufficient information about where the material is located on the website;

iv) provide us a way to contact you, such as your address, phone number or email address;

v) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, or its agent, or the law; and

vi) provide a statement by you, made under penalty of perjury, that the information you provide in your notice is accurate, and that you are authorized to act on behalf of the copyright owner whose work is being infringed.

b) Interim Designation of Agent to Receive Notifications of Claimed Infringement, pursuant to 17 U.S.C. 512(c) of the United States Copyright Act:

Madefire, Inc.

Attn: DMCA Agent

Madefire Inc.
805 Folger Ave.
Berkeley, CA, 94710
Telephone: +1 (415) 273-9613

Counter-Notification. If you elect to send us a counter notice, to be effective it must be a written communication that includes the following (please consult your legal counsel or See 17 U.S.C. Section 512(g)(3) to confirm these requirements): (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and, (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Madefire may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Madefire only accepts counter-notifications that meet the requirements set forth above and are received from the email address associated with the account you used to upload the content within seven (7) business days of our forwarding you the DMCA notice. You may submit your counter-notification by sending it to our Designated DMCA Agent by mail or e-mail. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

11) THIRD PARTY WEBSITES. When accessing and using the Services, you may be directed to third party or external websites that are not affiliated with Madefire (“Third Party Websites”). Madefire and its Third Party Providers are not responsible for the availability of Third Party Websites, and do not endorse, and are not responsible or liable for any content, advertising, products, or other materials contained on Third Party Websites. The inclusion of a Madefire product within a Third Party Website does not, unless expressly indicated in writing, imply our affiliation or endorsement of such Third Party Website. ACCESS AND USE OF THIRD PARTY WEBSITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD PARTY WEBSITES OR AVAILABLE THROUGH THIRD PARTY WEBSITES, IS SOLELY AT YOUR OWN RISK. Madefire and its Third Party Providers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection

with the use of, inability to use, or reliance on any content, advertising, products, or other materials contained on Third Party Websites. We recommend that you carefully review any terms and conditions, privacy policies and any other legal documents that may be contained on any Third Party Websites.

12) CHANGES TO THE AGREEMENT. Madefire reserves the right, at its discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at anytime, for any reason, including but not limited to, the availability of any feature of the Services, hours of availability, content, data, software or equipment needed to access the Services. Madefire will post a notice of such changes on its website pursuant to the Notice provision below. If any changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop accessing or using the Services. Your continued use of the Services following any notice of revisions to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

13) NOTICE. In accordance with provisions in this Agreement requiring Madefire give notice to you, Madefire will do so by means of a general notice on its website, electronic mail to your email address on record in your User Account (if you have created a User Account), or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record (if you have created a User Account), the choice of which being at Madefire's discretion. Any provisions in this Agreement requiring you to give notice to Madefire can be done so by means of email to: support@madefire.com or by first class mail, postage prepaid, or overnight courier to:

Madefire Inc.
805 Folger Ave.
Berkeley, CA, 94710

14) TERMINATION. Either Madefire or you may terminate this Agreement and your User Account at anytime. You may terminate this Agreement and your User Account by contacting Madefire and deleting your User Account as set forth in the Privacy Policy and then subsequently no longer accessing or using the Services. Madefire may terminate this Agreement by asking you to stop using the Services, or, if necessary by preventing your access to the Services and your User Account. Madefire E shall have the right to suspend, terminate, cancel, modify, or delete this Agreement at any time for any reason or for no reason, with or without notice to you. IF YOU VIOLATE ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, MADEFIRE RESERVES THE RIGHT TO IMMEDIATELY SUSPEND, TERMINATE, OR CANCEL, IN ITS DISCRETION AND WITHOUT NOTICE TO YOU, YOUR USER ACCOUNT OR ACCESS TO THE

SERVICES. UPON TERMINATION OF THIS AGREEMENT OR YOUR USER ACCOUNT, YOU WILL HAVE NO FURTHER RIGHTS TO ACCESS OR USE THE SERVICES.

15) WARRANTY DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS". NEITHER MADEFIRE, ITS THIRD PARTY PROVIDERS, NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY MATERIALS IN THE SERVICES, THE SERVICES, OR ANY MADEFIRE PRODUCTS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS, MAKE ANY WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION, THAT THE SERVICES OR THEIR COMMUNICATION FEATURES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MADEFIRE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. MADEFIRE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, SECURITY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE MATERIALS IN THE SERVICES OR ANY CONTENT, MATERIALS OR SERVICES ON ANY THIRD PARTY WEBSITES. THIS SECTION 15 SHALL SURVIVE ANY EXPIRATION, TERMINATION OR CANCELLATION OF THE SERVICES AND/OR THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT IS VOID OR VOIDABLE.

16) LIMITATION OF LIABILITY. NEITHER MADEFIRE, ITS THIRD PARTY PROVIDERS, NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE MATERIALS OR THE SERVICES OR ANY MADEFIRE PRODUCTS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS, SHALL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION (EVEN IF MADEFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) RESULTING FROM (A) THE USE OF OR INABILITY TO USE THE SERVICES; (B) THE BREACH OF ANY REPRESENTATION OR WARRANTY; (C) THE DOWNLOADING OF ANY SOFTWARE OWNED OR OPERATED BY MADEFIRE OR ANY THIRD PARTY PROVIDER; (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING

FROM YOUR ACCESS TO AND USE OF THE SERVICES OR ANY MADEFIRE PRODUCT; OR, (E) INTERRUPTIONS OF SERVICE INCLUDING WITHOUT LIMITATION INTERNET SERVICE DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE.

IN NO EVENT SHALL MADEFIRE, ITS THIRD PARTY PROVIDERS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY PART OF THE SERVICES, OR ANY MADEFIRE PRODUCTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES. MADEFIRE DOES NOT WARRANT THAT YOU WILL BE FREE FROM THE BEHAVIOR OF OTHERS YOU MAY DEEM INSULTING, DEMEANING, OFFENSIVE, THREATENING, OBSCENE, LIBELOUS, DEROGATORY OR HARASSING WHILE ACCESSING OR USING THE SERVICES. IN THE EVENT MADEFIRE CHOOSES NOT TO TAKE ANY ACTION, TAKES AN ACTION WITH WHICH YOU DO NOT AGREE OR IS UNABLE TO TAKE ANY ACTION FOR ANY REASON WHATSOEVER, IN NO EVENT SHALL MADEFIRE ITS THIRD PARTY PROVIDERS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY MATERIALS IN THE SERVICES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EMOTIONAL DISTRESS, OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USER ACCOUNT OR YOUR ACCESS TO AND USE OF THE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR DISCLAIMERS IN WHICH CASE SOME OF THE WARRANTIES OR DISCLAIMERS PROVIDED IN THIS AGREEMENT MAY NOT BE APPLICABLE. TO THE EXTENT THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, MADEFIRE'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT AND SOLE OBLIGATION WITH RESPECT TO DAMAGES SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100.00). THIS SECTION 16 SHALL SURVIVE ANY EXPIRATION, TERMINATION OR CANCELLATION OF THE SERVICES AND/OR THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT IS VOID OR VOIDABLE.

17) FORCE MAJEURE. Madefire shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Madefire, including without limitation, any failure to perform hereunder due to unforeseen circumstances, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, tornados, hurricanes, pandemics, accidents, strikes, internet interruption, denial of service attack, hacking or shortages of transportation facilities, fuel, energy, labor or materials.

18) CONSENT TO MONITOR. In accordance with the terms and conditions of this Agreement and our Privacy Policy, and for purposes of monitoring and improving our quality of service and enforcing the terms and conditions of this Agreement, you hereby acknowledge and agree that:

a) When you access and use the Services, we may obtain certain information about your computer and its operating system, including but not limited to your IP address(es), browser and browser version, screen resolution, and operating system(s), for purposes of improving the Services, and to enforce the provisions of this Agreement.

b) We may, with or without notice to you, disclose your Internet Protocol (IP) address, personal information, and other information about you and your activities (i) in response to a request by law enforcement, a court order or other legal process or (ii) if we believe that doing so may protect your safety or the safety of others.

c) Our websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help us analyze how visitors use the Services. The information generated by the cookie about your use of our Services will be transmitted to and stored on Google servers and may be accessed by us. Google uses this information to help us evaluate how our websites are used. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above. Third party sites and services you access through our Services may also employ cookies.

19) NON-U.S. RESIDENTS. The Services are controlled and operated by Madefire from its offices within the State of California, United States of America. Madefire makes no representation that the Materials or Services are appropriate or available for use in other locations. Those who choose to access the Services from other locations do so at their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable, and payment of any applicable internet fees or fees charged by an internet service provider. Software

from the Services is further subject to United States export controls. No software from the Services may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan, or any other country to which the U.S. has embargoed goods or that has been designated by the U.S. Government as a “terrorist supporting” country; or (ii) 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 using the Services, 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.

20) INDEMNITY. You agree to indemnify, defend and hold Madefire, its Third Party Providers, or any person or entity involved in creating, producing, or distributing any Materials or the Services, or any of their respective directors, officers, employees or agents, harmless from and against any and all damages, costs, losses and expenses, including reasonable attorney fees and court costs relating to or arising directly or indirectly from any suit, claim, demand or settlement based upon your posting or uploading any content using any Communication Feature or your failure to comply with this Agreement or your violation of any third party right or your violation of any law, rule or regulation of the United States or any other country.

21) INJUNCTIVE RELIEF. You agree that a breach of this Agreement will cause irreparable injury to Madefire and/or its Third Party Providers for which monetary damages would not be an adequate remedy. Accordingly, Madefire shall be entitled to seek and obtain equitable relief, including, without limitation, injunctive relief, in addition to any other remedy to which it may be entitled under this Agreement or applicable law, without the need to post bond or other form of security, or provide proof of damages._

22) DISPUTE RESOLUTION AND GOVERNING LAW.

a) Informal Resolution. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), you and Madefire agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days prior to initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person or entity to the other in accordance with the Notice section above.

b) Binding Arbitration. If you and Madefire are unable to resolve a Dispute through informal negotiations, either you or Madefire may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to

arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Madefire may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THIS AGREEMENT, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF. YOU UNDERSTAND THAT, ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

c) Restrictions. You and Madefire agree that any arbitration shall be limited to the Dispute between Madefire E and you individually. To the full extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

d) Exceptions to Informal Resolution and Binding Arbitration. You agree that Madefire may chose, at its option and discretion, to exclude the following Disputes from (and, as such, the following Disputes will not be subject to) the above provisions concerning informal resolutions and binding arbitration: (i) any Dispute related to or arising from allegations of theft, piracy, invasion of privacy or the unauthorized use of Madefire’s or its Third Party Providers’ intellectual property and/or intellectual property rights; and/or (ii) any claim by Madefire for injunctive or other equitable relief.

e) Location and Jurisdiction. Any arbitration will be initiated in and take place in the County of San Francisco, State of California, United States of America. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, including without limitation the Disputes contained in Section 22(d), shall be decided by a court of competent jurisdiction wherever located, including, without limitation, in the County of San Francisco, State of California, United States of America, and you and MADEFIRE agree to submit to the personal jurisdiction of such courts.

f) Governing Law. Except as expressly provided otherwise, this Agreement shall be governed by, and will be construed and enforced under, the laws, rules and regulations of the United States of America and the laws, rules and regulations of the State of California, excluding conflict of law rules and principles.

g) Severability. You and Madefire agree that if any portion of this Section 22 (Dispute Resolution and Governing Law) is found illegal or unenforceable (with the exception of 22(d)), that portion shall be severed and the remainder of this section shall be given full force and effect. If Section 22(d) is found to be illegal or unenforceable then neither you nor Madefire will elect to arbitrate any Dispute falling within that portion of Section 22(d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Alameda, State of California, United States of America, and you and Madefire agree to submit to the personal jurisdiction of that court.

23) MISCELLANEOUS. Notwithstanding Section 22(g), if any other provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be deemed severable from this Agreement, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. Sections 2, 3, 8- 9, 11-16 and 18-23 shall survive the expiration, termination or cancellation of the Services and/or this Agreement or any determination that this Agreement or any portion of this Agreement is void or voidable. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and shall not be read to have any legal effect.

Last updated: December 27, 2012