

## USER TERMS AND CONDITIONS

As of 09-25-2012

These Terms and Conditions of Use (the "Agreement") are between you and Rube Goldberg, its subsidiaries and affiliates (the "Administrator"). In consideration of the right to access and use the website located at the Universal Resource Locator address <http://rubegoldberg.com> (the "Site" or the "Website"), and to receive the services offered through the Website, you agree to the terms and conditions of use set forth in this Agreement and acknowledge that you are at least 13 years of age.

This Agreement applies to the Services (as described below) currently offered by Administrator and any Services that Administrator may choose to offer in the future (unless stated otherwise).

The Website and the Services are available only to, and may only be used by individuals and entities able to form legally binding contracts under applicable law. The Services offered hereunder are not available to children (persons under the age of 13) or to any user who has been suspended from the site, whose use has been restricted for any reason or whose registration has been revoked. If you are under the age of 13, you can use this service only in conjunction with, and under the supervision of, your parents or guardians. If you do not qualify, please do not use the Website or the Services. If you are acting on behalf of any entity or organization, you warrant and represent that you have the authority to bind the entity to these Terms and Conditions.

**YOUR USE OF THE WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AND INDICATES YOUR WILLINGNESS TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.**

**Website Content.** The Website presents information and content including, but not limited to, articles, opinions, text, data, software applications, commentary, advertisements, graphics, illustrations, calendars, designs, games, reviews, video and audio files, programs, code, and photos, in addition to User Generated Content (as defined herein) (collectively, "Content"), that is owned or licensed by Administrator. The Site may also include materials owned by third parties and posted on the Site by virtue of a license, grant or some other form of agreement between the third party and Administrator. When used in these Terms and Conditions, "we", "us" and "our" mean Administrator.

The Content contained on this Website is for general information use only and has not been verified by Administrator. Administrator does not make any representations as to the accuracy or completeness of Content or assume any liability for any loss that may result from the reliance by any person upon any Content we provide. Any statements non-factual in nature constitute only current opinions, which are subject to change without notice.

**Services.** Through the Website, you may be able to review Content (as defined herein), upload and download files, register for membership, purchase products, make donations, sign up for events, pay for goods and services, communicate and establish relationships with other users, and post information, opinions and comments (together, the "Services"). Administrator reserves the right to change, suspend and discontinue any aspect of the Services at any time including, but not limited to, the nature of the services offered, databases, hours of availability, and software needed for access or use. Notwithstanding anything herein to the contrary, Administrator reserves the right to permit or restrict access to any user in its sole discretion.

**Profiles, Blogs and Boards.** Administrator offers original and third party information on the Website. You may be invited to provide custom screen names, icons, and profile information created by you (together, "Profile Information"); and you may be permitted to comment on, post, transmit or submit messages, ideas and other materials, which may include uploading files, inputting data, providing personal information, submitting opinions or engaging in any form of communication ("Content") that you submit, post and display on the Website or through the Services (collectively, "User Generated Content") to other Website users, blogs, bulletin boards and public areas within or in connection with the Site or in connection with the Services provided hereunder (collectively "Forums"). In submitting User Generated Content to Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended.

**User Generated Content.** Administrator does not endorse and has no control over User Generated Content submitted by you or others and accepts no responsibility whatsoever in connection with or arising therefrom. User Generated Content submitted through the Site is not necessarily reviewed by Administrator prior to posting and does not necessarily reflect the opinions or policies of Administrator. If at any time Administrator chooses, in its sole discretion, to monitor the Forums, Administrator nonetheless assumes no responsibility for User Generated Content, no obligation to modify or remove any inappropriate or inaccurate User Generated Content, and no responsibility for the conduct of the user submitting any User Generated Content. Administrator makes no warranties, express or implied, as to the suitability, accuracy or reliability of any Content and other materials on the Website. Nonetheless, Administrator reserves the right to prevent you from submitting User Generated Content and to edit, restrict or remove any User Generated Content for any reason at any time. You agree that Administrator shall accept no liability if we prevent, in our sole discretion, your User Generated Content from being submitted, or we edit, restrict or remove it. You also agree to permit any other user of this Site and any third-party website on which your User Generated Content may be included, to access, view, store and reproduce the material for such user's personal use.

Certain portions of this Website may offer you the ability to send (by e-mail or otherwise) messages directly to Administrator or another user. Administrator shall have no liability for any delay, loss or damage that may result from your use of e-mail tools or from interception or unauthorized use by third parties of any information you send through our systems. You are solely responsible for your interactions with other users on and through the Website. Administrator reserves the right, but has no obligation, to monitor disputes between you and other users.

In the event a dispute arises between you and Administrator or any third party, please e-mail Administrator at Rube@rubegoldberg.com and we will work quickly towards a resolution. We encourage you to report all user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity.

**Ownership and Use of Content.** All of the Content is owned or licensed by Administrator and is protected by worldwide copyright laws and treaty provisions, unless otherwise indicated. You may make and use printouts of the Content for your personal, non-commercial use only, provided that the printouts retain all copyright, trademark and other proprietary notices. Use of the Content on any other website or in a networked computer environment for any purpose, or any other republication or redistribution of the Content, including, without limitation, framing the Content within another website, is expressly prohibited without the prior written permission of Administrator. Please contact us at Rube@rubegoldberg.com with any licensing inquiries.

By providing your Profile Information and/or User Generated Content or engaging in any form of communication on or through the Website, you hereby grant Administrator a perpetual, world-wide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, and edit any User Generated Content which you may provide. You hereby waive all rights to any claim against Administrator for any alleged or actual infringements of any intellectual property rights, proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such User Generated Content. By submitting User Generated Content, you represent to Administrator that such content is original, you are its rightful owner or that you have first obtained permission from the rightful owner to submit it, and that you have the authority to assign or license to Administrator all rights, title and interest as set forth herein in and to such User Generated Content. You acknowledge that The Administrator has detrimentally relied upon this representation. Accordingly, you further agree to defend, hold harmless and indemnify Administrator from and against any and all claims of alleged or actual infringements of any intellectual property rights, proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution raised by third parties against The Administrator in connection with such User Generated Content.

You agree to release Administrator, its parents, partners, contractors and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with, or arising from, your use of the Forums or the Services. If at any time you are not happy with the Website or the Services or object to any Content, your sole remedy is to cease using them.

**Limitation of Use.** You agree that you will neither post User Content nor submit User Generated Content to Forums that:

- is unlawful, threatening, obscene, vulgar, pornographic, profane or indecent, including any communication that constitutes (or encourages conduct that would constitute) a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law;
- violates the copyright, trademark or other intellectual property rights of any other person or Administrator;
- is false, inaccurate or misleading or improperly assumes or claims the identity, characteristics or qualifications of another person;
- imposes an unreasonable or disproportionately large load on the Website's infrastructure;
- is for the purpose of spamming or for aggressively promoting goods or services without our prior authorization;
- is fraudulent or involves the distribution or sale of illegal, counterfeit, or stolen items;
- contains any virus, Trojan horse, worm, time bomb, cancelbot, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, or other harmful component; or
- is libelous or invasive of privacy or publicity rights or any other third party rights;

Furthermore, you acknowledge and agree that you will not: (i) collect or store personal data about other users of the Website, including collecting user names or email addresses of users by electronic or other means for the purpose of sending unsolicited email, (ii) upload, e-mail or otherwise transmit any material or User Generated Content that contains viruses or any other computer code, files or programs that might interrupt, limit or interfere with the functionality of any computer software, hardware, database or file that is owned, leased or used by Administrator, the Website, or its users; or (iii) submit unwanted messages by e-mail or otherwise ("Spam") or post User Generated Content that disparages or insults any user.

**User Submissions.** All comments, feedback, postcards, emails, suggestions, ideas, and other submissions disclosed, submitted or offered to Administrator through this Website or directly to Administrator for any purpose ("Submissions") are the property of Administrator. Administrator will own exclusively all rights, title and interests in Submissions, and we shall be free to use any ideas, concepts, know-how and techniques, that you may submit through the website or directly to Administrator, for any purpose commercial or otherwise. Administrator shall

not (a) be subject to any obligations of confidentiality regarding any Submissions except as specified in Administrator's Privacy Policy, as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed to by us in writing or required by law (b) be obligated to pay to user any compensation for any Submissions; or (c) be required to respond to any Submission by any user.

**Trademarks.** Administrator and third party trademarks and service marks may or may not be designated as such from time to time on the Site through use of the SM, TM or ® symbols. Except when included in any authorized printouts of the Content, you are not authorized to make any use of any names, logos or taglines posted on the Site, whether or not designated by such symbols, including, but not limited to, as metatags or in any other fashion without the express prior written permission of Administrator.

**Security.** For your protection, Administrator may require the use of encryption technologies for certain types of communications conducted through the Website. While we may provide those technologies and might use other reasonable precautions to protect confidential information and provide suitable security, we do not guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions will be free from delay, interruption, interception or error. In connection with your use of the Website, you may establish or otherwise receive from Administrator user IDs, passwords and other security codes ("User Codes") that you may need in order to access and use certain portions of the Website. You are responsible for maintaining the confidentiality of your User Codes. You agree that you will be fully responsible for all activities that occur utilizing your User Codes, and that neither Administrator nor Administrator is under any duty to inquire as to the authority or propriety of any instructions provided via your User Codes, or to otherwise verify the identity of anyone using your User Codes. You agree that Administrator shall not be responsible for damages or losses resulting from any breach of security caused by your failure to maintain the confidentiality of your User Codes. If you permit access to your User Codes by third parties, then you agree to defend, indemnify and hold Administrator harmless against any liability, losses, damages or costs and expenses (including attorneys' fees) arising out of, or resulting from, such access and related use of the website. Administrator reserves the right to block access to the Website for any reason. You also agree to immediately notify Administrator if you become aware of any loss or theft of your User Codes or any unauthorized use of your User Codes.

**Minors.** Administrator does not knowingly gather or solicit data from anyone under the age of 13 through the Website for marketing purposes. Please see our Privacy Policy for additional information.

**Availability.** Not all of the products and Services offered through the Website are available in all geographic areas, and we reserve the right to restrict any user from purchasing any product or receiving any Service made available through the Website at any time, without notice. The information provided on the Website is not directed at, or intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or any non-United States jurisdiction or country that would subject Administrator or its affiliates to any registration requirement within such jurisdiction or country.

**NO WARRANTY.** THE SERVICES, CONTENT AND WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. ADMINISTRATOR SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY USER FOR ANY ACTS OF FRAUD, THEFT, MISAPPROPRIATION, TAMPERING, HACKING, INTERCEPTION, PIRACY, MISUSE, MISREPRESENTATION, DISSEMINATION, OR OTHER ILLEGAL OR UNAUTHORIZED ACTIVITIES OF THIRD PARTIES. YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE USE OF THE SERVICES AND THE WEBSITE AND ALL THEIR CONTENTS IS AT YOUR SOLE RISK, THAT ANY AND ALL CONTENT, MATERIAL AND DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU, YOUR PROPERTY OR ANY THIRD PARTY OR THIRD PARTY'S PROPERTY THAT RESULTS FROM THE USE OF THE WEBSITE OR SERVICES.

**TO THE EXTENT THAT THE LAW DOES NOT PERMIT THE DISCLAIMER OF WARRANTIES, ALL CONTENT AND SERVICES ACCESSIBLE ON THE WEBSITE, OR ANY OTHER WEBSITE TO WHICH IT IS LINKED, AND ALL OPERATIONS OF THE WEBSITE AND THE SERVICES ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.**

**NO LIABILITY.** IN USING THE WEBSITE AND THE SERVICES, YOU SPECIFICALLY AGREE THAT YOU WILL NOT HOLD ADMINISTRATOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND SUPPLIERS LIABLE TO YOU OR ANY PARTY FOR ANY DAMAGES OR INJURY OR LOSS, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, CONTENT AND SERVICES (OR ANY OTHER DATA OR LINKED WEBSITE) OR OTHERWISE RELATING TO OR ARISING OUT OF THE WEBSITE, EMAIL, FORUMS, THE SERVICES OR YOUR USE THEREOF, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION. ADMINISTRATOR SHALL NOT BE LIABLE EVEN IF ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE OF ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY OF ADMINISTRATOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND SUPPLIERS FOR ANY CLAIM OR ACTION RELATING TO THE SITE OR THE SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO ADMINISTRATOR IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.

**Term & Termination.** The term of this Agreement shall commence when you first visit the Website, view the Content or use the Services and shall apply to all of your subsequent visits and uses, provided that nothing herein shall prohibit us from refusing or otherwise restricting access

to any user for any reason at any time, in our sole discretion. Administrator may, with or without cause, immediately terminate this Agreement without notice, and deny you access to the Website and/or the Services in its sole discretion. Without limiting the foregoing, Administrator has the right to immediately terminate any passwords or accounts created by you in the event that you breach this Agreement or engage in conduct that Administrator, in its sole discretion, considers unacceptable. If this Agreement is terminated, you will no longer be authorized to access any areas of the Website and/or use the Services. Without limiting any other rights Administrator has, you understand and acknowledge that Administrator, in its sole discretion, may pursue legal and/or equitable relief against you if you breach or threaten to breach these Terms and Conditions.

Changes. The Content on this website and these Terms and Conditions are subject to change and updating by Administrator and our affiliates, partners, contractors, agents and representatives at any time without prior notice. The changes may include superseding terms and conditions or specific notices. **YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE.** Your continuing use of this website constitutes your acceptance of any change or update, all of which shall become controlling when posted.

Privacy. Please review our Privacy Policy.

Applicable Law; Jurisdiction. Persons who access this Website do so at their own initiative, and are responsible for compliance with applicable local laws and regulations. The laws of the State of New York will govern these Terms and Conditions, without regard to conflicts of law principles. The United Nations Convention on Contracts for the Sale of Goods does not apply to this Agreement. Any and all claims and controversies arising out of and related to the Privacy Policy and this Agreement shall be settled in the courts of competent jurisdiction in New York, NY. Any such claim or controversy shall be adjudicated on an individual basis and shall not be consolidated with a claim of any other party. The foregoing shall not preclude The Administrator from seeking any injunctive relief in courts of competent jurisdiction located in other countries for protection of Administrator's intellectual property rights.

General. These Terms and Conditions set forth the entire understanding and agreement between you and us with respect to the subject matter hereof. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected thereby. Except as described herein, you may not assign these Terms and Conditions without our explicit consent. You are responsible for fees associated with gaining access to the Website, including the fees associated with the equipment necessary to access the Internet and the fees charged by your internet service provider.

The Website and Services provided hereunder are offered by Rube Goldberg.