

1. INTRODUCTION

Welcome to Wired2Fish.com, which is operated and presented to viewers and users by Wired2Fish, Inc. of Grand Rapids, MN USA. These Terms of Use ("Terms of Use" or "Terms") apply to Wired2Fish.com and any other website, mobile application, or other online service operated by Wired2Fish, Inc. that post a link to these Terms (collectively, the "Site"), Wired2Fish, Inc. is referred to in these Terms of Use as "Wired2Fish" "we," or "us."

Wired2Fish provides an online video and news service offering a selection of movies, shows, written articles, and other content (collectively, the "Content"). Our Site, the Content, our player for viewing the Content (the "Video Player") and any other features, tools, applications, materials, or other services offered from time to time by Wired2Fish in connection with its services, however accessed, are referred to collectively as the "Wired2Fish Services."

The Content is available for viewing on or through the Site and Wired2Fish authorized applications, features and devices (collectively, the "Properties").

Use of the Wired2Fish Services (including access to the Content) is subject to compliance with these Terms of Use. Please take a moment to carefully read through these Terms. To access and enjoy the Wired2Fish Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use. If you are under the legal age of majority in your state or jurisdiction of residence, you may only use the Site with the permission of your parent or legal guardian. **BY VISITING THE WIRED2FISH SITE OR USING ANY OF THE WIRED2FISH SERVICES (INCLUDING ACCESSING ANY CONTENT), YOU ARE AGREEING TO THESE TERMS.** Additionally, you are representing that you are the age of majority or, if you are under the age of majority, that your parent or legal guardian has reviewed these Terms and accepts them on your behalf. If you have any questions or comments about these Terms, please contact us at: *support@wired2fish.com*.

When using certain Wired2FishServices or features of the Site, including any Wired2Fish mobile applications, both these Terms and a separate terms document or end-user license agreement may apply to your use of that feature or service ("Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

2. CHANGES TO THE TERMS OF USE BY WIRED2FISH

Wired2Fish may amend these Terms of Use at any time by posting the amended Terms of Use on the Wired2Fish Site ("Updated Terms"). The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Site from that point forward. Your use of the Site after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify in the Updated Terms) constitutes your agreement to the Updated Terms.

3. ACCESS AND USE OF THE WIRED2FISH SERVICES

Wired2Fish owns and retains all rights to the Wired2Fish Services. Content you access and view as part of the Wired2Fish Services is owned or controlled by Wired2Fish and Wired2Fish licensors. The Wired2Fish Services and the Content are protected by copyright, trademark, and other intellectual property laws.

Subject to your strict compliance with these Terms, Wired2Fish hereby grants you a non-exclusive, limited, revocable, non-assignable, non-transferable license to use the Wired2Fish Services, including accessing and viewing the Content on a streaming-only basis through the Video Player, solely for personal, non-commercial purposes as set forth in these Terms. You may only access and view the Content personally and for a non-commercial purpose in compliance with these Terms. You may not, either directly or through the use of any device, software, internet site, web-based service, or other means, remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access-control measure associated with the Content, including geo-filtering mechanisms. You may not, either directly or through the use of any device, software, internet site, web-based service, or other means, copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by Wired2Fish in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Wired2Fish in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Wired2Fish. The Content covered by these restrictions includes, without limitation, any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by Wired2Fish in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player.

Additionally, you may not do any of the following:

- use the Wired2Fish Service in any manner that interferes with the normal function of the Wired2Fish Service or normal access to the Service of other users, including by utilizing a disproportionately large percentage of the capacity of the Wired2Fish Service
- access or attempt to access other users' accounts through password mining or any other means;
- use any unauthorized means to modify, reroute, or gain access to the Wired2Fish Service;
- interact with the Wired2Fish Service in a way intended to sidestep or otherwise nullify any restriction or limitation that we have placed on the use of the Wired2Fish Service by you or others, or to improperly avoid incurring fees payable to us or others;

- damage, disable, overburden, or impair the Wired2Fish Service, including by uploading or transmitting to any element of the Wired2Fish Service or to any servers, computer or networks connected to or accessible via the Service, any malicious code, virus, Trojan horses, worm, time bombs, or other computer programming routines that may initiate a denial of service attack or otherwise attempt to interfere with or disrupt the normal operation of any element of the Wired2Fish Service; or
- corrupt, damage, steal, or access or use without authorization, any information stored, processed or transmitted by the Service or any servers, computer or networks connected to or accessible via the Service.

If Wired2Fish determines in its sole discretion that you are violating any of these Terms, we may (i) close your account, notify you, and demand that you immediately cease use of the Wired2Fish Service and/or (ii) use technical measures to block or restrict your access or use of the Wired2Fish Services. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Wired2Fish Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use. We may, in our sole and absolute discretion, change, suspend, or discontinue - temporarily or permanently - some or all of the Wired2Fish Services (including access to some or all of the Content and any mobile applications or devices through which the Wired2Fish Services may be accessed), with respect to any or all users, at any time without notice. You agree that Wired2Fish will not be liable to you for any modification, suspension, or discontinuance of the Wired2Fish Services

You are responsible for any costs you incur to access the internet.

4. WIRED2FISH PREMIUM SUBSCRIPTIONS AND BILLING

You may obtain an Wired2Fish Premium subscription through: (i) the website located at www.wired2fish.com (described in Section A below), or (ii) through a specific device application (such as, by way of example, through an iPad application, an iPhone application or an Android device application (described in Section B below).

You agree that your Wired2Fish Premium subscription is for individual use only and your Wired2Fish Premium subscription is limited to five (5) devices. Additionally, you agree that for various reasons, certain Content that may be accessible through one Property may not be accessible through other Properties

Because the Wired2Fish Service is offered in multiple time zones, for consistency, a "day" for purposes of these Terms of Use begins at 12:00 a.m. Eastern Time and ends at 11:59 p.m. Eastern Time of that same calendar day.

5. ACCOUNTS AND REGISTRATION

You are responsible for all use of your account, including use of your account by other members of your household. By allowing others to access your account, you agree to be responsible for

ensuring that they comply with these Terms of Use and you agree to be responsible for their activity using the Wired2Fish Services.

All registration information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any Wired2Fish representative. Because you are responsible for all use of your account, including unauthorized use by any third party, please be very careful to guard the security of your password.

You may terminate your account by contacting our customer service department by visiting our customer service web page at <https://www.wired2fish.com/contact>. Please note, if you are a Wired2Fish Premium subscriber, and you terminate your account, such termination will automatically terminate your Premium subscription.

We reserve the right to immediately terminate or restrict your account or your use of the Wired2Fish Services or access to Content at any time, without notice or liability, if Wired2Fish suspects or determines, in its sole discretion, that you have breached these Terms of Use; violated any law, rule, or regulation; engaged in other inappropriate conduct; or for any other reason.

6. COLLECTION AND USE OF PERSONAL INFORMATION

For information about Wired2Fish's policies and practices regarding the collection and use of your personally identifiable information, please read Wired2Fish's Privacy Policy available at www.wired2fish.com/privacy-policy. The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the Wired2Fish Site and use of the Wired2Fish Services on any of the Properties are governed by the Wired2Fish Privacy Policy in effect at the time of your use.

7. USER MATERIAL

As part of the Wired2Fish Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") videos, audio-visual works, reviews, comments, or other materials (collectively, "User Material").

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Wired2Fish the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Wired2Fish will remove all User Material if we are properly notified that such User Material infringes on another person's rights pursuant to Section 12. You acknowledge that Wired2Fish does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights you may have in such material to Wired2Fish. After Posting your User Material, you continue to retain all of the same

ownership rights you may have had prior to Posting. By Posting your User Material, you grant Wired2Fish a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Wired2Fish Services worldwide, including on or through any Property, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Wired2Fish is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Wired2Fish), fully-paid, royalty-free (meaning that Wired2Fish is not required to pay you for the use of your User Material), and sublicensable (so that Wired2Fish is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Wired2Fish Services). By Posting your User Material, you also hereby grant each user of the Wired2Fish Services a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Wired2Fish Services and under these Terms of Use.

You agree to the following restrictions in connection with Posting User Material:

- You may not Post, distribute, or reproduce in any way any copyrighted materials, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights; You agree that you will not Post or transmit any User Material (even if made in a joking, sarcastic or unintended manner) that: is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; is bigoted, hateful, or racially or otherwise offensive; is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including an attempt to engage in child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or a conspiracy to commit any criminal activities;
- infringes or violates any right of a third party, including copyright, patent, trademark, trade secret or other proprietary or contractual rights or such party's right of privacy or publicity, or any confidentiality obligations you may owe to such party;
- distributes another's personal information of any kind without their express permission;
- is commercial, business-related or advertises or offers to sell any products, services or solicits others, including solicitations for contributions or donations, whether or not for profit;
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person's or entity's use or enjoyment of the Site or the Wired2Fish Services;
- does not pertain to the designated topic or theme of the activity, including, but not limited to, being antisocial, disruptive or destructive including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet;
- refers to any website or URL that, in the sole discretion of Wired2Fish, Inc., contains material that is inappropriate for the Site, contains content that would be prohibited on

the Site, or violates the letter or spirit of these Terms; and/or is otherwise inappropriate for children.

Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Wired2Fish does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Wired2Fish. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason. In no event does Wired2Fish assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Wired2Fish with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find. Please email supprt@wired2fish.com (subject line: "Inappropriate User Material").

8. LINKED DESTINATIONS AND ADVERTISING

If we provide links or pointers to other websites or destinations, you should not infer or assume that Wired2Fish operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Wired2Fish Services, we may not warn you that you have left the Wired2Fish Services and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Wired2Fish Services and reached another party's website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website or destination.

Wired2Fish is not responsible for the content or practices of any website or destination other than the Wired2Fish Site, even if it links to the Wired2Fish Site and even if the website or destination is operated by a company affiliated or otherwise connected with Wired2Fish. By using the Wired2Fish Services, you acknowledge and agree that Wired2Fish is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Wired2Fish Site.

Wired2Fish takes no responsibility for advertisements or any third-party material posted anywhere on the Wired2Fish Service, or the Properties, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the Wired2Fish Services are between you and the advertiser, and you agree that Wired2Fish is not liable for any loss or claim that you may have against an advertiser.

9. TRADEMARKS

Wired2Fish, the Wired2Fish logo, www.wired2fish.com, and other Wired2Fish marks, graphics, logos, scripts, and sounds are trademarks of Wired2Fish. None of the Wired2Fish trademarks may be copied, reproduced, downloaded, or otherwise exploited without Wired2Fish's express written consent.

10. UNSOLICITED SUBMISSIONS

It is Wired2Fish's policy not to accept unsolicited submissions, including scripts, story lines, articles, characters, drawings, information, suggestions, ideas, or concepts. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Wired2Fish does not accept unsolicited materials or ideas. However, if you do submit unsolicited submissions despite this request, you agree that all such submissions are "User Materials" and that you grant us the license set forth in Section 7.

11. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE WIRED2FISH SERVICES, YOU AGREE THAT USE OF THE WIRED2FISH SERVICES IS AT YOUR OWN RISK. THE WIRED2FISH SERVICES, INCLUDING THE WIRED2FISH SITE AND THE OTHER PROPERTIES, THE CONTENT, THE VIDEO PLAYER, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE PROPERTIES, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WIRED2FISH DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE WIRED2FISH SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL WIRED2FISH OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "WIRED2FISH PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WIRED2FISH SERVICES (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE PROPERTIES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE WIRED2FISH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE WIRED2FISH PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO WIRED2FISH, IF ANY, FOR

ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE WIRED2FISH SERVICE OR \$50 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE WIRED2FISH PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS, YOUR USE OF THE WIRED2FISH SERVICES (INCLUDING YOUR USE OF THE CONTENT), OR ANY USER MATERIAL SUBMITTED USING YOUR WIRED2FISH ACCOUNT, WHETHER OR NOT SUCH USER MATERIAL IS SUBMITTED BY YOU. WIRED2FISH RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT AND OTHER INTELLECTUAL PROPERTY INFRINGEMENT

In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), Wired2Fish has a designated agent for receiving notices of copyright infringement and Wired2Fish follows the notice-and-take-down procedures of the DMCA. If you believe that any Content, User Material, or other material provided through the Wired2Fish Services, including through a link, infringes your copyright, you should notify Wired2Fish of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that Wired2Fish receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed (subject line: "DMCA Takedown Request"):

email: *support@wired2fish.com*

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Wired2Fish Services that is reasonably sufficient to enable Wired2Fish to identify and locate the material (e.g., the URL of the allegedly infringing material); (iv) how Wired2Fish America can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

If you believe that any Content, User Materials, or other materials provided through the Wired2Fish Service violates your rights other than copyrights, please send a notification to the contact information above (subject line: "Non-Copyright IP Infringement") and provide at least

the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (c) an explanation what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and (d) accurate contact information for you.

It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter. Wired2Fish has a policy of terminating repeat infringers in appropriate circumstances.

13. LINKING POLICY

Wired2Fish grants you the revocable permission to link to the Site; provided, however, that any link to the Site: (a) must not present false information about, disparage damage, dilute or tarnish the goodwill associated with Wired2Fish or its products or services, any Wired2Fish Court property or any other intellectual property; (b) must not create the false appearance that your web site or organization is sponsored, endorsed by, affiliated or associated with Wired2Fish; (c) must not frame or create a browser or border environment around any of the Content or otherwise mirror any part of the Wired2Fish Services; (d) must not use any Wired2Fish trademarks without the prior written permission from Wired2Fish; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Wired2Fish's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. You agree that you will not link to the Site from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate (in Wired2Fish's sole discretion). If you do link to the Site, the link must be in plain text, unless otherwise pre-approved in writing by Wired2Fish. Wired2Fish reserves the right, in its sole discretion, to terminate a link with any website that it deems inappropriate or inconsistent with the Wired2Fish Services or these Terms. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements.

Notwithstanding anything to the contrary contained in these Terms, Wired2Fish reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

14. GENERAL INFORMATION

We are a company based in the United States. Wired2Fish's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Wired2Fish does not have rights or does not offer services is prohibited.

Software and the transmission of applicable technical data, if any, in connection with the Wired2Fish Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

15. ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND WIRED2FISH WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION

Except for disputes relating to the infringement or misappropriation of your or Wired2Fish's intellectual property (including but not limited to trademarks, trade dress, copyrights, patents and trade secrets) or disputes in which Wired2Fish is seeking an injunction ("Excluded Disputes"), you agree that all disputes between you and Wired2Fish (whether or not such dispute involves a third party) with regard to your relationship with Wired2Fish, including without limitation disputes related to these Terms of Use or your use of the Service, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Wired2Fish hereby expressly waive trial by jury. Neither you nor Wired2Fish will participate in a class action or class-wide arbitration for any claims covered by this agreement. At your election, desktop or telephone arbitration, if available, can be used for claims of less than \$10,000. Rather than force everyone to visit us in Los Angeles, if you can demonstrate that arbitration in Los Angeles would create an undue burden to you, you are free to initiate the arbitration in your home city. Otherwise, the arbitration hearings will be held in Los Angeles County, California. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf.

This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Wired2Fish or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. The decision of the arbitrator will be final and binding except as provided in the Federal Arbitration Act. You understand and agree that all aspects of the arbitration proceeding and the award, including the hearing, except as may be necessary in connection with a court application for a preliminary or permanent injunction, or unless otherwise required by law or judicial decision, shall be confidential. You understand and agree that any provision of applicable law notwithstanding, the arbitrator will not have authority to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If any portion of this Section is found to be invalid, illegal or unenforceable, for any

reason, that portion shall be severed from the rest and shall not affect the agreement to resolve all controversies and claims through arbitration.

Since we always prefer to find ways to satisfy you as quickly and efficiently as possible, before initiating any arbitration proceeding, you agree to first discuss the matter informally with Wired2Fish for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by email to us at support@wired2fish.com, with the Subject Line: Dispute Resolution.

16. GOVERNING LAW:

These Terms of Use are governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflicts of law. In the event of an Excluded Dispute, you agree to submit to the exclusive jurisdiction of the courts located in the Los Angeles County of the State of California.

Please note that these Terms of Use, including Wired2Fish Privacy Policy which is incorporated in these Terms, constitute the entire legal agreement between you and Wired2Fish and govern your use of the Wired2Fish Services (including your use of the Content) (but excludes any services, if any, that Wired2Fish may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Wired2Fish in relation to the Wired2Fish Services. Except as set forth in Section 2 above, these Terms may not be amended or varied except in a writing signed by Wired2Fish. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. These Terms are not assignable, transferable or sublicensable by you except with the prior written consent of a duly authorized representative of Wired2Fish. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

You acknowledge that these Terms of Use are concluded between you and Wired2Fish only, and not with any third party through which you may have obtained a Premium Subscription (as described in Paragraph 4B above) (a "Third Party"). You and Wired2Fish acknowledge and agree that the Third Party is a third-party beneficiary of these Terms of Use, and that, upon your acceptance of the terms and conditions of these Terms of Use, the Third Party will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

Wired2Fish is solely responsible for providing any maintenance and support services with respect to the Wired2Fish Services, as specified in these Terms of Use or as required under applicable law. You and Wired2Fish agree that the Third Party has no obligation whatsoever to furnish any maintenance and support services with respect to the Wired2Fish Services, or any updates thereto.

You and Wired2Fish acknowledge that in the event of any third-party claim that the Wired2Fish Services infringes that third party's intellectual property rights, Wired2Fish, not the Third Party,

will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim. Wired2Fish, not the Third Party, is responsible for addressing any claims of the end-user or any third party relating to the Wired2Fish Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Wired2Fish Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.