

YAWMA LLC

Groupees Website Terms and Conditions

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USE OF OUR SERVICE

Eligibility. You may use the Service only if you can form a binding contract with Company, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand this Agreement before purchasing products through the Service. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. You may not use the Service if you have previously been removed or banned from the Service by YAWMA.

Restrictions. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that YAWMA grants the operators of public search engines revocable permission to use spiders to copy materials from GROUPEES.NET for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. Accessing the audiovisual content available on the Service for any purpose or in any manner other

than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

Your Information. The Service is only for sales of products or product rights (collectively, "Products") to end user customers for their personal, non-commercial use. The personal information you submit to the Service is subject to YAWMA's Privacy Policy at <http://groupees.net/privacy>, which is expressly made part of these Terms. If you have not already read Groupees Privacy Policy, you should do so now. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity. You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. YAWMA may terminate your access to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that YAWMA may, whether itself or through third party providers, store and use the Registration Data you provide (such as credit card information) in connection with the Services.

Once you make a purchase, you will be directed to a download page. You shall not, directly or indirectly, disclose your account information to anyone else or allow anyone else to access your download page. You are solely and entirely responsible for all activities that occur on your download page. YAWMA shall not be responsible for any losses arising out of the unauthorized use of your download page.

Objectionable Material. You understand that by using the Service and Products, you may encounter content that may be deemed mature, offensive, indecent, or objectionable, which content may or may not be identified as having explicit language or adult themes, and which may be due to the content of the Product or your interactions with other users in the course of using the Products. You agree to use the Service at your sole risk and that YAWMA shall have no liability to you for content that may be found to be mature, offensive, indecent, or objectionable.

Product Requirements. Use of the Service and/or Products requires a compatible computer, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining patches, updates or upgrades from time to time. Because use of the Service and/or Products involves hardware, software, and Internet access (high speed Internet access is strongly recommended), your ability to use the Service and/or Products may be affected by these factors. You are responsible for being aware of any particular system requirements of any Product and for your ability to meet such requirements, which may change from time to time. Applicable system requirements at the time of purchase can be found on the information page for each Product. Certain Products also may require you to register an account with a third party (which may require an initial and/or ongoing fee) or to install third party software and content in connection with their use. YAWMA does not assume any responsibility or liability for any such fee, account or third party software or content. Physical copies of Products are not available. If you are having difficulty downloading the Product or encounter any other issues with the purchase, download or activation of a Product, you should contact us at support@groupees.net.

PAYMENT AND DELIVERY

Your total price will include the price of the Product plus any applicable sales or use taxes in effect on the time of purchase. YAWMA reserves the right to change prices and availability of Products at any time. If you are not located in either the US or the EU your purchase price will be the full amount of the price posted and failure on YAWMA's part to invoice you for any applicable sales and use taxes, value added taxes and other taxes does not relieve you of the liability to pay such taxes, and you must pay to the applicable taxing authority any such taxes which may be due as a result of your purchase through the Service.

Orders. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. YAWMA reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verification or information before accepting any order.

Payment for Products. The Service uses PayPal, and other payment providers as may be indicated on the purchase page. You agree to pay for all Products you purchase through the Service, and that YAWMA may charge your chosen payment method (such as PayPal or Google Checkout) for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. All fees will be billed to the payment method you designate during the checkout process. Billing to your selected payment method occurs at the time of purchase. If you use the services of an alternate payment method provider such as PayPal, you will be bound by that party's terms and conditions, which are available on that party's website. You also may be required to create an account with such payment method provider and to provide that payment method provider with your credit card or other details. YAWMA reserves the right to change the payment methods offered at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR SUCH PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.** In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility. These Terms do not confer any rights or remedies upon any person other than you or YAWMA. You may also have additional rights under applicable law.

Delivery of Products. On occasion, technical problems may delay, interrupt or prevent the download or activation of your Product. Your exclusive and sole remedy with respect to any Product that is not downloadable or able to be activated within a reasonable period will be either replacement of such Product, store credit or refund of the purchase price paid for such Product, as determined by YAWMA in its sole discretion. YAWMA shall have no liability for issues encountered with downloading, activating or using Products due to factors beyond its control, including your computer's performance and the speed of your internet connection. In some cases certain Products may still in development. You understand that in some instances Product release dates may be delayed and that release dates and times posted on the Service are only estimates, and you will not be entitled to any refund for a delayed product release date. Our obligation to deliver any Product to you shall be complete at the time when and place where you first receive the information necessary to commence download of such Product. In all circumstances it is your responsibility to ensure that the Product is correctly and completely installed on your computer. Once a Product is

purchased and you receive the Product, it is your responsibility to keep the Product from being misplaced, damaged or destroyed, and YAWMA shall be without liability to you in the event of any loss, damage or destruction. YAWMA encourages all its users to appropriately back up the Product files and any other elements associated with the Products.

No Ongoing Obligations. Notwithstanding any other provision of these Terms, YAWMA and its licensors reserve the right, without liability to you, to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of or sold through the Service at any time without notice. You acknowledge that some aspects of the Service, Products, and administering of our usage rules entails the ongoing involvement of YAWMA. Accordingly, in the event that YAWMA changes any part of the Service or discontinues the Service, which YAWMA may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that YAWMA shall have no liability to you in such case. You understand that nothing in these Terms entitles you to any future updates, versions or enhancements to any Product (although YAWMA may offer such updates, versions or enhancements at its sole discretion). The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

CUSTOMER SERVICE

Assistance with Orders. For assistance with billing questions or other order inquiries, please email us at support@groupees.net. If you cannot find the answers you are seeking in our knowledge base, you can send us an email from that page.

Refund Policy. Certain restrictions apply to sales of Products sold through the Service that might not otherwise apply to physical goods. Refunds will not necessarily be issued due to your dissatisfaction with the Product or if your computer does not meet the minimum Product requirements. Refunds will be issued solely at YAWMA's discretion.

TERM AND TERMINATION

Termination by YAWMA. If you fail, or YAWMA, in its sole and absolute discretion, determines or suspects that you have failed, to comply with any of the provisions of these Terms, including but not limited to failure to make payment of fees due, failure to provide YAWMA with a valid payment method, failure to safeguard your download page, or violation of our usage rules or any license to the software, YAWMA, at its sole discretion, without notice to you may: (i) terminate these Terms and/or your download page, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof). No such termination by YAWMA shall limit any other rights YAWMA may have in law or at equity.

Termination by You. You may terminate these Terms by discontinuing all use of the Service and providing notice of such to YAWMA. YAWMA reserves the right to collect fees, surcharges or costs incurred prior to such termination. You will also remain liable for any charges incurred to your payment providers prior to such termination. You understand and agree that any termination by you or YAWMA will result in your permanent inability to access your download page and to download any Products associated therewith, and you will forfeit any right to any Products not already in your possession.

Survival of Terms. Notwithstanding any termination or expiration of these Terms, the terms of Sections (i) Electronic Signatures and Contracts; (ii) No Ongoing Obligations; (iii) Term and Termination; (iv)

Disclaimer of Warranties; Liability Limitations; Indemnity; (v) Other Legal Terms; and (vi) Use of Our Service will survive, along with any other terms which by their nature are intended to survive.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS; INDEMNITY

Disclaimer of Warranties. YAWMA DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE AND INFORMATION CONTAINED THEREON AND/OR THE PRODUCTS WILL BE SATISFACTORY, UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME YAWMA MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY YAWMA) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. THIS WILL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

Liability Limitations. IN NO CASE SHALL YAWMA, AND ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS (THE "YAWMA PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE YAWMA PARTIES UNDER THESE TERMS EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICABLE PRODUCTS OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS THE LIABILITY OF THE YAWMA PARTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnity. By using the Service, you agree to indemnify and hold the YAWMA Parties harmless with respect to any claims, liability, damages, expenses and costs (including but not limited to reasonable attorneys' fees) arising out of the actual or alleged breach of these Terms by you or through your download page or your use or access of the Service. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve 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.

OTHER LEGAL TERMS

Changes. YAWMA reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the Service or Products. If we substantively amend these Terms, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account and immediately discontinuing use of the Service. Your continued use of the Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Service. No YAWMA employee or agent has the authority to vary any of the Service's policies or these Terms governing any sale.

Enforcement of These Terms. YAWMA reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to YAWMA's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that YAWMA has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as YAWMA believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to YAWMA's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

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THE USE OF ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS EXPRESSLY PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE

INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR INFRINGEMENT.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, YAWMA does not waive any rights to use similar or related ideas previously known to YAWMA, or developed by its employees, or obtained from sources other than you.

Export Control. You agree to abide by U.S. and other applicable export control laws and sanctions requirements and not to transfer, by electronic transmission or otherwise, any Product or software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization.

Notices. YAWMA may send you notice with respect to the Service by sending an email message to the email address you provide during your purchase, or by a posting on the Service. Notices shall become effective immediately.

Governing Law; Arbitration. The Service is controlled and operated by YAWMA from its offices in the United States. These Terms shall be governed by U.S. Federal law and the laws of the State of Oregon, U.S.A., without regard to its conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in Portland, Oregon, U.S.A. in all disputes arising out of or relating to the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this Section. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Miscellaneous. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YAWMA without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. The Agreement constitutes the entire agreement between you and YAWMA and governs your use of the Service, superseding any prior agreements between you and YAWMA. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. YAWMA's failure to enforce any right or provisions in these Terms will not constitute a waiver of such provision, or any other provision of these Terms. YAWMA will not be responsible for failures to fulfill any obligations due to causes beyond its control. In the event of any inconsistency or conflict between the terms of these Terms and the terms of the Groupees Privacy Policy, these Terms shall prevail.