

Sketch-a-Song

Licensed Application End User Agreement

1. LICENSE

1.1. Governing Agreement

The terms of this agreement ("Terms of Service" or "Terms") govern the relationship between you and 09 Line Development (hereinafter "09 Line Development" or "us" or "we") regarding your use of the application Sketch-a-Song and 09 Line Development branded websites (the "Service"). In this agreement, "09 Line Development" means 09 Line Development Co. located at 1232 Detroit Street, Denver, Colorado, 80206. Contact 09 Line Development Co. by sending a letter to the previously stated address or emailing info@09linedevelopment.com

1.2. Privacy Policy

Use of the Service is also governed by 09 Line Development's Privacy Policy. By creating an account or accessing or using the Service you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in 09 Line Development's Privacy Policy.

1.3. Updates to the Terms of Service and Privacy Policy

09 Line Development reserves the right, at our discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended Terms online. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. 09 Line Development may also revise other policies, codes or rules at any time, and the new versions will be available online. 09 Line Development reserves all rights not expressly granted to you.

The Terms of Service, and Privacy Policy, presented in the Service are for your convenience. You understand and acknowledge that the Terms of Service, and Privacy Policy, within the service may not be fully updated. In the case of a discrepancy between the online version of the Terms of Service, and Privacy Policy, and the version of the Terms of Service, and Privacy Policy, within the Service, the online version shall prevail.

If at any point you do not agree to any portion of the then-current version of our Terms of Service, our Privacy Policy, or any other policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate and you must immediately stop using the Service.

1.4. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant 09 Line Development policies 09 Line Development grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in section 1.5-1.8 to access and use the Service solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose. This license does not allow You to use the Licensed Application on any device that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law, or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Service). Any attempt to do so is a violation of the rights of 09 Line Development. If you breach this restriction, you may be subject to prosecution and damages.

1.5. Accessing the Service

By accessing or using the Service, including browsing any 09 Line Development website or accessing a game, you accept and agree to these Terms of Service and the Privacy Policy. You warrant that you are not prohibited from receiving products of U.S. origin, including services or software. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms. You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service. When creating or updating an Account on the Service, you may be required to provide 09 Line Development with certain personal information, which may include your name, birth date, e-mail address. This information will be held and used in accordance with 09 Line Development's Privacy Policy. You agree that you will supply accurate and complete information to 09 Line Development, and that you will update that information promptly after it changes.

You understand that on certain 09 Line Development websites your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo.

You understand that the Service is an evolving one. 09 Line Development may require that you accept updates to the Service and to 09 Line Development's products you have installed on your computer or mobile device. You acknowledge and agree that 09 Line Development may update the Service with or without notifying you. You may need to update third party software from time to time in order to receive the Service and play 09 Line Development's Games.

1.6. Use of the Service

The following restrictions apply to the use of the Service:

- If You are downloading the Service on the behalf of someone under the age of 13 You agree to accept liability for recognizing all the terms of this agreement;

- You shall not create an Account or access the Service if you are under the age of 13 without the permission of a legal guardian who, by providing their permission, agrees to accept liability for recognizing all the terms of this agreement;
- You accept full responsibility for any unauthorized use of the Service by minors in connection with your Account. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal and Facebook Credits) by minors;
- You shall not have more than one Account, per platform or SNS, at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself;
- You shall not create an Account or use the Service if you are a convicted sex offender;
- You shall not have an Account or use the Service if you have previously been banned by 09 Line Development.
- You shall not use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.
- You shall use your Account only for non-commercial purposes;
- You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone;
- You shall not use your Account to engage in any illegal conduct;
- You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any Virtual Items associated with your Account to anyone without 09 Line Development's written permission;
- You shall not access or use an Account or Virtual Items that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without 09 Line Development's permission; and
- If you access the Service from a social networking service such as Facebook or Twitter you shall comply with its terms of service/use as well as these Terms of Service.

1.7. Account Information

During the Account creation process, you may be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

- You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;

- In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify 09 Line Development and modify your Login Information;
- If your account is accessed by a third party in any way unpermitted by you, you agree to release 09 Line Development of liability for any resulting claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, including, but not limited to any, arising out of or connected with the theft of your personal account information. You agree that 09 Line Development bears no responsibility for the security of any of your non-Service passwords or accounts and waive any basis you may have to claim otherwise.
- You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- You are responsible for anything that happens through your Account.

09 Line Development reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

You understand that on certain 09 Line Development websites your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo.

1.8. License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted by section 1.4 and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY 09 Line Development GAME IS A VIOLATION OF 09 Line Development POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances:

- Engage in any act that 09 Line Development deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, our game rules, game mechanics or policies;
- Make improper use of 09 Line Development's support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel; or
- Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

CHEATING AND HACKING - You agree that you will not, under any circumstances:

- Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Service or any 09 Line Development game experience;
- Use the Service in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Service or any 09 Line Development game experience;
- Without 09 Line Development's express written consent, modify or cause to be modified any files that are a part of the Service;
- Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service or any 09 Line Development game environment (each a "Server"); or (2) the enjoyment of the Service or any 09 Line Development game by any other person;
- Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service; or
- Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by 09 Line Development, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;

OFFENSIVE OR INFRINGING CONTENT - You agree that you will not, under any circumstances:

- Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including 09 Line Development employees, including 09 Line Development's customer service representatives; or
- Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a 09 Line Development employee;

COMMERCIAL ACTIVITY - You agree that you will not, under any circumstances:

- Without 09 Line Development's express written consent, use the Service or any part thereof for any commercial purpose, including but not limited to (1)

communicating or facilitating any commercial advertisement or solicitation, or (2) gathering or transferring Virtual Items for sale;

- Use the Service or any part thereof for performing in-game services, in exchange for payment outside the Service; or
- Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

UNAUTHORIZED USE OR CONNECTION TO THE SERVICE - You agree that you will not, under any circumstances:

- Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Service;
- Use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about 09 Line Development game characters, elements, or environment. 09 Line Development may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyzer, packet sniffer or other device;
- Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Bypass any robot exclusion headers or other measures We employ to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;
- Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by 09 Line Development;
- Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by 09 Line Development; or
- Copy, modify or distribute rights or content from any 09 Line Development site or game, or 09 Line Development's copyrights or trademarks or use any method

to copy or distribute the content of the Service except as specifically allowed in these Terms of Service;

COLLECTION AND PUBLICATION OF PERSONAL INFORMATION - You agree that you will not, under any circumstances:

- Solicit or attempt to solicit personal information from other users of the Service;
- Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; or
- Upload or transmit or attempt to upload or transmit, without 09 Line Development's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.9 Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, 09 Line Development MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR 09 Line Development SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS, PURCHASED ITEMS, AND USER GENERATED CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICE, AND 09 Line Development IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

09 Line Development reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended. In such event, 09 Line Development shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

The Service (including without limitation any games, titles, computer code, themes, objects, characters, catch phrases, concepts, artwork, animations, audio-visual effects, methods of operation, moral rights, documentation) are copyrighted works owned by 09 Line Development Inc. 09 Line Development reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service.

2. USER CONTENT

2.1 USER CONTENT OWNERSHIP

"User Content" means any songs, sounds, communications, images, and all the material, data, and information that you upload or transmit through an 09 Line Development Service.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by 09 Line Development in accordance with its Privacy Policy.

You own your User Content. You hereby grant 09 Line Development and its Affiliates a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use user posted content (except any content you submit in response to 09 Line Development promotions and competitions or any other content specifically solicited by 09 Line Development) ends when you delete your User Content or you close your Account unless your User Content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

2.2. Content Screening

You are entirely responsible for all User Content you post or otherwise transmit via the Service. 09 Line Development assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate or illegal content or conduct.

We have no obligation to monitor User Content. If we choose at any time, in our sole discretion, to monitor the Service, we have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and we may monitor and/or record your interaction with the Service or communications (including without limitation chat text and voice communications) when you are using the Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording.

2.3. Information Use by Other Members of the Service

2.3.1. Public Discourse & Unsolicited Ideas

The Service may include various outlets where you can post User Content, including your observations and comments on designated topics. 09 Line Development cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Service. 09 Line Development shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

If you submit suggestions, proposals, comments or other materials (collectively “Submissions”) within the Service you understand and agree that 09 Line Development (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way; and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

09 LINE DEVELOPMENT IS NOT RESPONSIBLE FOR A MEMBER’S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST.

2.3.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.

You agree to accept sole and utter responsibility and liability for any User Content in violation of copyright laws and release 09 Line Development from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such content.

Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and 09 Line Development assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please contact us.

09 Line Development may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of 09 Line Development may violate these Terms of Service.

09 Line Development reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

2.4. User Interactions

2.4.1 Member Disputes

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and/or 09 Line Development games. 09 Line Development reserves the right, but has no obligation, to become involved in any way with these disputes.

2.4.2 Release

If you have a dispute with one or more users, you hereby release us (and our officers, directors, agents, subsidiaries, joint venturers, contractors, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

3. Fees and Purchases

For Virtual Items, your order will represent an offer to us to purchase a license for the relevant service(s) which will be accepted by us when we make the Virtual Items available in your account for you to use in our games or debit your credit card, whichever comes first.

Your license to Virtual Items for use in 09 Line Development games is a service provided by 09 Line Development that commences upon acceptance by 09 Line Development of your purchase or redemption of third party virtual currency. By ordering a license to use Virtual Items you agree and accept that 09 Line Development will provide it to you promptly following completion of your purchase. If you reside in the European Union and you purchase a product or service from 09 Line Development, you may have the right to withdraw from a purchase within seven calendar days, commencing on the day after the date of purchase (the "Cooling Off Period"). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling Off Period. Accordingly, please note that if you purchase a license to use Virtual Items from us, your right of withdrawal is lost as the performance of our services begins promptly once your purchase is completed.

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. 09 Line Development may revise the pricing for the goods

and services it licenses to you through the Service at any time. YOU ACKNOWLEDGE THAT 09 LINE DEVELOPMENT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

4. Third Party Involvement

4.1 Apple

4.1.1 Third Party Beneficiary

Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

4.1.2 Intellectual Property

In the event of any third party claim that the Licensed Application, or your possession and use of the Licensed Application, infringes that third party's intellectual property rights, Apple, will bear no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

4.1.3 Terms of Service

Apple, is not in any way responsible for this terms of service and the content thereof.

5. COPYRIGHT NOTICES/COMPLAINTS

It is 09 Line Development's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). 09 Line Development reserves the right to terminate without notice any User's access to the Service if that User is determined by 09 Line Development, in its sole discretion, to be a "repeat infringer." In addition, 09 Line Development accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

If you believe that your copyrighted work has been copied, reproduced, displayed, duplicated, performed, distributed, or otherwise infringed without your authorization and is available on the Service in a way that may constitute copyright infringement, you may provide notice of your claim to 1232 Detroit St. Denver, CO, 80206. For your notice to be effective, it must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located;

- Information reasonably sufficient to permit 09 Line Development to contact you, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted;
- 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
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If your user content or other information has been affected by reason of a notification under the DMCA, you may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. You will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that your User Content or your activity is not infringing the copyrights of others. When we receive at 1232 Detroit St. Denver, CO, 80206 a counter-notification by written communication describing the identifying information of material that 09 Line Development has removed or disabled access to, we may reinstate the material in question.

You bear all responsibility for the legal repercussions of any copyrighted claims on your User Content and agree to release 09 Line Development of any liability in such cases.

6. DISCLAIMERS/LIMITATIONS/INDEMNIFICATION

6.1. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER 09 LINE DEVELOPMENT NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

6.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE 09 LINE DEVELOPMENT PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS,

GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE 09 LINE DEVELOPMENT PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE 09 LINE DEVELOPMENT PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE 09 LINE DEVELOPMENT PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID 09 LINE DEVELOPMENT IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID 09 LINE DEVELOPMENT ANY AMOUNTS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH 09 LINE DEVELOPMENT IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF 09 LINE DEVELOPMENT.

6.3. Indemnification

You agree to indemnify, save, and hold 09 Line Development, its affiliated companies, contractors, employees, agents, suppliers, licensors, officers, and directors, harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. 09 Line Development reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify 09 Line Development, and you agree to cooperate with 09 Line Development's defense of these claims. 09 Line Development will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Service.

7. SEVERABILITY

You and 09 Line Development agree that if any portion of these Terms of Service or of the 09 Line Development Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or

unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

8. DISPUTE RESOLUTION

8.1 Assignment

09 Line Development may assign or delegate these Terms of Service and/or the 09 Line Development Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without 09 Line Development's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

8.2. Entire Agreement

These Terms of Service, any supplemental policies and any documents expressly incorporated by reference herein (including 09 Line Development's Privacy Policy), contain the entire understanding of you and 09 Line Development, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

8.3. Language of the Terms of Service

In the event of a conflict between a translation of the 09 Line Development Policies and the English version, the English version of the 09 Line Development Policies will control.

8.4. No Waiver

The failure of 09 Line Development to require or enforce strict performance by you of any provision of these Terms of Service or the 09 Line Development Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of 09 Line Development's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by 09 Line Development of any provision, condition, or requirement of these Terms of Service or the 09 Line Development Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in this these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by 09 Line Development shall be deemed a modification of these Terms of Service nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of 09 Line Development.

8.5. Notices

We may notify you via postings on www.09linedevelopment.com, and via e-mail or any other communications means to contact information you provide to Us. If you are a user in the United States, all notices given by you or required from you under these Terms of Service or the 09 Line Development Privacy Policy shall be in writing and addressed to: 09 Line Development Co. Attn: LEGAL DEPARTMENT, 1232 Detroit Street, Denver, CO, 80206.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

8.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to 09 Line Development are of a unique and irreplaceable nature, the loss of which shall irreparably harm 09 Line Development and which cannot be replaced by monetary damages alone. Accordingly, 09 Line Development shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any 09 Line Development game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7.2 (if any).

8.7. Force Majeure

09 Line Development shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of 09 Line Development.