

Terms of Use and License Agreement

SEASON PASS™ (Live and Archived versions) TERMS OF USE AND LICENSE AGREEMENT

Last Updated September 1, 2011

This Season Pass Terms of Use and License Agreement along with the separate Game Rules, End User License Agreement (“EULA”), and Privacy Policy located at <http://www.seasonpasstrivia.com> (the “Site”) or located within the Game (defined below) are hereby incorporated into this Terms of Use and License Agreement by this reference (collectively, the “TOU”), and describe the terms by which Supermoon, LLC (“Supermoon” or “we” or “us”) offers you (1) the right to download and install our **Season Pass™ LIVE or ARCHIVED Trivia Challenge mobile game application (Live and Archived versions)** client software and to “patch,” update, or otherwise modify the software program, including any and all printed materials and any on-line or electronic documentation and any and all copies and derivative works of such software program and related materials and documentation (collectively referred to as the “Software”), and (2) the right to use the Software in conjunction with your registered account (the “Account”) to access and play the mobile computer game application entitled **Season Pass™ (Live and Archived versions) Trivia Challenge**, including any and all features, assets or services associated therewith (collectively referred to herein as the “Game”), and (3) the right to access and interact with the Season Pass™ server(s), infrastructure, and this Site, and any of the related services, software, updates, support, download content, and media that may be obtained via your use of our servers (any and all types of data or interactive service provided by the Season Pass™ server(s) and related infrastructure is referred to herein as the “Service”). The gameplay rules, certain offerings, features, or Promotions (defined in Section 7) that are available via the Software, this Site, and Service may contain additional terms, codes of conduct, or guidelines that govern your use of those games or features, or your participation in those events (collectively referred to as the “Rules”). The Software, Account, Game, this Site, Rules, and Service may be collectively referred to as the “Application”).

1. SERVICES AND CONTENT OF APPLICATION

1.1 Gameplay Prerequisites.

In order to play the Game, you must first create an Account. Accounts are only available to individuals who have reached the age of 18 or the “age of majority” if that is not 18 years of age in your jurisdiction. Only one Account for each e-mail address may be registered. The Application may be installed on more than one device or mobile phone and you are licensed to play only one instance of the Live game on one device; provided, however, if the Game is played with 2 or more devices or phones, the lowest score will be the official score for the Account. You may not transfer or share your Account, accumulated points, or “Virtual Goods” (defined in Section 3.1) with anyone. In addition, you alone are liable for all activities conducted through your Account. You agree to obey the law, obey any codes of conduct, this TOU or other notices we provide, keep your Account password secret and promptly notify us if you learn of a security breach related to the Application.

1.2 Software and Gameplay.

To play the Game, you must (a) download the Application, (b) have an active Account (created through the downloaded Application) in good standing, (c) have at least the minimum mobile or Smartphone system requirements to operate the Software and the Game, and (d) have a mobile internet or mobile broadband connection to access the Application and Account. In addition to any applicable fees described in this TOU, you are responsible for paying any and all applicable taxes (including those we are not required to collect) and for all hardware, software, internet service and other costs you incur to access the Application, Software, Game and/or your Account. Neither this TOU nor your Account entitles you to any subsequent enhancements, updates or releases of the Software or the Game, Virtual Goods or similar ancillary products, without paying applicable charges.

From time to time we will deploy Invite A Friend program that will reward you a free, random, Power Up(s), points, or other rewards in our sole discretion and as may be explained in further detail in the Game under “Options”. You are entitled to the reward when each friend you invite to play the Game downloads the Game and plays at least one Game. You agree to provide valid e-mail addresses for people who are personally known to you. You agree that you will not create friend invites for any illegal or improper purpose such as harassment or spamming. Points, Power-Up(s), or other gift may be offered and we have the right to change the terms and conditions and any aspect of the Invite A Friend program at our discretion.

You agree that Supermoon retains the unfettered right to modify any and all aspects of the Software, Game, Application, this Site, Service, Rules, and User Content (defined in Section 1.3. Supermoon has the right at any time for any reason or no reason to change and/or terminate any aspect(s) or features of the Application as it sees fit in its sole discretion.

1.3 Materials; User Content & Conduct.

You acknowledge that Supermoon is an online service provider and that this Site permits interaction between users online regarding topics and content chosen by users of the Application. In connection with the Application and its related services, you may be able to submit certain User Content via features or functionality available as part of this Site and you may upload or transmit User Content to our servers in various forms. You will not expect Supermoon to control the quality, morality, legality, truthfulness or accuracy of text, content, materials, or other materials uploaded to or used in connection with the Game and this Site or related services (e.g., Account information, e-mail address, user name, user board, comment board, website posts, and so forth) (referred to as “**User Content**”). Under no circumstances will Supermoon or its licensors, licensees or suppliers be liable for any errors or omissions in any postings or for any loss or damages of any kind incurred as a result of the use of any information or User Content contained in connection with the Application, on this Site, or for related services.

Your User Content shall not: (a) infringe any third party intellectual property or other proprietary or publicity/privacy rights; (b) violate any law, rule or regulation; (c) be defamatory, profane, obscene, child pornographic or harmful to minors; or (d) contain any viruses, Trojan horses,

worms, time bombs, cancelbots or other computer programming routines that are intended to or actually damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We may take any action with respect to your User Content or Account if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs and other suppliers.

You understand that we may need to make copies, change the format, transcode, or otherwise process User Content, to: (a) store and retrieve User Content; (b) make the User Content available to you and those members of the public to whom you have granted access; (c) conform to connecting networks' technical requirements; or (d) conform to the limitations and terms of the Application and this TOU. We will not pay you for your User Content. We may refuse to publish your User Content, and we may edit, revise modify or remove your User Content at any time.

Any and all User Content submitted (e.g., by uploading or transmitting) to us shall be deemed, and shall remain, the property of Supermoon and/or the Supermoon Parties (defined in Section 6.1), as applicable, from the moment of uploading or transmission. Accordingly, we shall exclusively own all now known or hereafter existing copyrights and all other intellectual property rights to all User Content of every kind and nature, in perpetuity, throughout the universe and you hereby assign to us as a present assignment of future rights all such intellectual property rights to the extent owned by you. To the extent any of the User Content is not assignable, by submitting User Content to this Site, you agree that Supermoon and/or the Supermoon Parties shall be irrevocably entitled to, throughout the universe and in perpetuity, use, reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, create derivative works from and distribute any User Content for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to the provider of the User Content, including sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by Supermoon and/or the Supermoon Parties of any User Content violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, and/or rights to credit for the material or ideas set forth therein.

To the extent that Supermoon's ownership of any or all User Content is void, unenforceable or unassignable, you hereby grant to us and the Supermoon Parties, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable (through multiple tiers) and transferable (in whole or part) license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, broadcast, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all languages and in all media formats and channels now known or hereafter devised for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade, or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. You also hereby waive any so-called "moral rights" in the User Content.

You grant to those members of the public to whom you have granted access (for content posted on public, shared and private areas of this Site) or to the public (for content posted on public areas of the service), and, in either case, to us, free, unlimited, worldwide, nonexclusive, perpetual, and irrevocable permission to: (a) publish your name, profile, or other information you supply in connection with your Account and User Content; and (b) grant these rights to others.

1.4 Scheduled and Unscheduled Service Interruptions; Changes to Application.

The Application includes an “online” component that must be played through a mobile phone or Smartphone via mobile internet or mobile broadband service. Supermoon reserves the right to interrupt, modify, suspend, cancel, or terminate the Application, in whole or in part, with or without prior notice for any reason or no reason. You agree that Supermoon will not be liable for any interruption, delay, or failure of the Application to perform, and you understand that you shall not be entitled to any refund of fees or compensation for interruption to your use of the Application or any failure of the Application to perform.

1.5. Service Operation and Equipment.

Supermoon reserves complete and sole discretion with respect to the operation of the Application and this Site. Supermoon may, among other things: (a) restrict or limit access to the Application; (b) retrieve information from the mobile device, personal computer, and any connected peripheral device used to log onto the Application or this Site as necessary to operate and protect the security of the Application, and to enforce this TOU; and (c) upgrade, modify, withdraw, suspend, or discontinue any functionality or feature of the Application, any game or other content available or accessible through the Application, or any hardware or software associated with the Application or mobile device, or personal computer, from time to time without notice, which may involve the automatic download of related software directly to your mobile device, including software that prevents you from accessing the Application.

2. LICENSE TERMS AND INTELLECTUAL PROPERTY

2.1 Game License.

Subject to your agreement to and continuing compliance with this TOU, we hereby grant to you a nonexclusive, nontransferable, revocable, limited right and license to: (a) install the Software solely for your personal, non-commercial use on a mobile phone or other compatible device owned by you or under your legitimate control, and (b) use the Software solely in connection with playing the Game via an authorized Account; (c) access and use this Site.

This Site contains materials supplied by us or the Supermoon Parties, by users of the Service and this Site, as well as other sources, and is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. We own or license or have the right to display all of the materials provided on this Site. Except as stated herein, none of the materials may be copied, duplicated, edited, adapted, reproduced, distributed, republished, uploaded, downloaded, displayed, performed, broadcast, posted, modified, enhanced, licensed, sold, resold, rented, transferred or transmitted in any form or by any means, including, but not

limited to, electronic, mechanical, photocopying, recording, or otherwise, without our prior express written permission or the copyright, trademark and/or service mark owner in each instance. Notwithstanding the foregoing and unless specified otherwise in the EULA, permission is granted to download and display the materials from this Site for personal, non-commercial use only, provided you do not modify, copy or distribute the materials and that you retain all copyright, trademark, service mark, patent and other proprietary notices contained in the Materials. These permissions terminate automatically if you breach any of this TOU. Upon termination, you will immediately destroy any downloaded and printed materials. Any unauthorized use of any materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not use the materials for conducting unwanted solicitations or communications via e-mail, electronic link, or otherwise, or for disseminating any information that is unlawful, pornographic, libelous or otherwise objectionable as determined in our sole discretion. Use of the materials for any purpose not expressly permitted in this TOU is prohibited. As noted herein, reproducing, copying, or redistributing the materials on this Site for commercial purposes is strictly prohibited without our express written permission.

2.2 License Limitations.

The license granted to you in Section 2.1 is subject to the limitations set forth in Sections 2.2 and 2.3 (collectively referred to as the “**License Limitations**”). Any use of this Site or Application in violation of the License Limitations will be regarded as an infringement of Supermoon’s copyrights in and to the Application, Software and Game. Supermoon may take any legal action it deems appropriate against users who violate Supermoon’s systems or network security, this TOU, or any additional terms incorporated or referenced in this TOU, and such users may also incur criminal or civil liability. You agree that you will not, under any circumstances:

- A. In whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Application;
- B. Use cheats, automation software (bots), hacks, mods, macros or scripts, or any other unauthorized third-party software designed to modify the Application experience;
- C. Exploit the Application or any of its parts for any commercial purpose;
- D. Use any unauthorized third-party software that intercepts, “mines”, or otherwise collects information from or through the Application, including without limitation any software that reads areas of RAM used by the Software to store information about a the Game; provided, however, that Supermoon may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- E. Modify or cause to be modified any files that are a part of the Software in any way not expressly authorized by Supermoon;
- F. Take any action which imposes an unreasonable or disproportionately large load on our Service, this Site, or infrastructure;
- G. Buy, sell or auction (or host or facilitate the ability to allow others to buy, sell or auction), grant a security interest in or transfer reproductions of the Application to other parties in any way not expressly authorized herein, or rent, lease or license the Application to others;
- H. Engage in, facilitate, or further unlawful conduct;

I. Use the Application in a way that harms us or our advertisers, affiliates, resellers, distributors, or vendors, sponsors, or any customer of ours or our advertisers, affiliates, resellers, distributors, sponsors, or vendors;

J. Use any portion of the Application as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”); or send, either directly or indirectly, any spam through the Application;

K. Use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Application;

L. Damage, disable, overburden, or impair the Application (or the networks connected to the Application) or interfere with anyone else's ability to access or use the Application;

M. Resell or redistribute the Application, or any part of the Application;

N. Disrupt, or try to gain unauthorized access to any account, computer, hardware, or network related to the Application;

O. Obtain (or try to obtain) any data from the Application or related hardware, except data that we intend to provide or make available to you;

P. Use the Application or related hardware to design, develop, or update unauthorized software;

Q. Exploit a bug, or make an unauthorized modification, to any software or data to gain unfair advantage in a game, contest, sweepstakes, or promotion;

R. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

S. Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content, topic, name, material, file, or information;

T. Publish, distribute, or disseminate any content, topic, name, material, file, or information that incites, advocates, promotes, depicts, constitutes, or expresses child pornography, profanity, hatred, bigotry, racism, illegal drug use, gratuitous or graphic violence, or criminal or fraudulent activity;

U. Create a player profile, user account, Account, or use text in other profile fields that may offend other members;

V. Use the Application or any material or information made available through the Application in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of us or any third party;

W. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Application, another person's mobile device, or other property;

X. Download or use any material sent or provided by another user of the Application that you know, or reasonably should know, cannot be legally shared or distributed in such manner (except as expressly permitted by us);

Y. Send, either directly or indirectly, any unsolicited bulk messages or unsolicited commercial communications;

Z. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;

AA. Create a false identity for the purpose of misleading others or create user names that violate a third party's trademark, name or rights or privacy/publicity;

BB. Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material;

CC. Make false complaints or provide false feedback about other users of the Application;

DD. Use, download, or otherwise copy, or provide to a third party (whether or not for a fee) any: (i) directory of users of the Application, (ii) information about users of the Application, or (iii) Application usage information;

EE. View, intercept, or attempt to intercept private communications not intended for you;

FF. Violate any relevant law or posted guidelines or codes relating to the use of the Application; or

GG. Provide or offer to provide Applications for the provision of gambling or wagering.

2.3 Ownership.

We, ourselves or through our direct or indirect affiliates, parents, subsidiaries, related companies and/or licensors, shall retain all rights, title and interest relating to or residing in and to this Site and the Application, all data in connection therewith, and all copies thereof, including without limitation, any titles, computer code, themes, objects, names, stories, dialog, catch phrases, concepts, artwork, animations, sounds, musical compositions and recordings, audio-visual effects, methods of operation, moral rights, and any related documentation and user manuals (collectively referred to as the “**Rights**”). Except for the revocable, limited licenses expressly granted under Section 2.1 above, you acknowledge and agree that you have not and will not acquire or obtain any rights, including any right of exploitation, of any kind in or to this Site and Application, including any of the Rights listed above, and/or any compilation or copyrightable arrangement thereof, and that all such Rights are exclusively reserved to and owned by us.

3. VIRTUAL GOODS, FEES, AND BILLING POLICIES

3.1 Virtual Goods.

While you may register for and commence using many features of the Application free of charge, certain aspects of the Application, including but not limited to “Power Ups, bonus points, and other perks, promos, bonuses and virtual goods, are provided for a fee or other charge (collectively referred to as “**Virtual Goods**”).

You acknowledge that we have been, are, and will be constantly making changes to the Application. You further acknowledge that we can and will, in our discretion, modify features, functions or abilities of any element of any of its games or any Virtual Goods (which may, among other things, make the Virtual Goods substantially more valuable, effective or functional, or less valuable, effective or functional, more common or less common, or eliminated entirely).

You acknowledge and agree that all Virtual Goods represent a limited license right governed by the terms of this TOU, and that they have no intrinsic monetary value, and are not redeemable

for any sum of money or monetary value from Supermoon at any time. Virtual Goods do not constitute a personal property right.

YOU PROMISE, THEREFORE, THAT YOU WILL NEVER ASSERT OR BRING ANY CLAIM OR SUIT AGAINST SUPERMOON, LLC, SQUARE ONE STUDIOS, INC., OR THEIR LICENSOR(S) OR LICENSEES, OR ANY EMPLOYEES, DIRECTORS, MANAGERS, MEMBERS, DIRECTORS, OR AGENTS OF ANY OF THE ABOVE, WHICH IS RELATED TO OR BASED ON (A) A CLAIM THAT YOU “OWN” ANY VIRTUAL GOODS IN THE GAME, (B) A CLAIM FOR THE “VALUE” OF VIRTUAL GOODS IF SUPERMOON DELETES THEM (AND/OR TERMINATES YOUR ACCOUNT(S)) IF YOU OR ANYONE ACTING IN CONCERT WITH YOU VIOLATES ANY PROVISION OF THIS TOU, (C) A CLAIM FOR THE “VALUE” OF VIRTUAL GOODS THAT YOU MAY LOSE IF SUPERMOON DOES ANYTHING THAT IT IS ENTITLED TO DO PURSUANT TO ANY PROVISION OF THIS TOU, OR FOR ANY MALFUNCTIONS AND/OR “BUGS” IN THE GAME, AND/OR (D) A CLAIM FOR THE INCREASE OR DECREASE IN “VALUE” OF ANY VIRTUAL GOODS BY VIRTUE OF ANY MODIFICATION THAT SUPERMOON HAS MADE OR WILL MAKE.

3.2 Fees and Billing Policies.

Some content, games, products, Virtual Goods, and/or services offered on or through the Application may be offered to you on a fee basis. In the event you elect to use such Virtual Goods, you agree to abide by the pricing, payment and billing policies applicable to such fees and charges. If you elect to purchase fee-based content, games, Virtual goods, products and/or services, you warrant that (a) you are the age of majority in your jurisdiction, (b) your use of the particular credit card or other accepted method of payment is authorized, (c) all information that you submit is true and accurate (including, without limitation, your credit card number and expiration date), and (d) you agree to pay all fees you incur. All payments for Virtual Goods are non-refundable. Virtual Goods shall not be trade able or transferable unless otherwise expressly agreed to in writing by Supermoon. All fees are stated in U.S. Dollars unless otherwise specified. You are fully liable for all charges incurred in connection with your Account, including any unauthorized charges. Upon termination of your Account, you are not entitled to a refund for any unused Virtual Goods or “Power-ups”. Supermoon may add new services and Virtual Goods for additional fees and charges, or amend fees and charges for existing services and Virtual Goods, at any time and in its sole discretion. In addition to any fees described herein, you are responsible for paying all applicable taxes (including those that we are not required to collect) and for all hardware, software, service fees, and other costs you incur to access your Account and to use the Application.

You are solely responsible for verifying that the proper amount of Virtual Goods that have been added to or deducted from your Account. If you believe that a mistake has been made with respect to your Virtual Goods balance, contact us immediately so that we can investigate the matter. Note that we may require additional information and/or documentation to verify your claim. We will let you know the results of our investigation, however, you acknowledge and agree that we have sole and absolute discretion in determining whether or not your claim is valid and if so the appropriate remedy.

4. TERMINATION

4.1 Termination by Supermoon.

We may terminate this TOU (including your Application license and your Account) and/or suspend your Account immediately and without notice if: (a) you violate any provision of this TOU or the EULA; (b) you infringe any third party intellectual property rights; (c) we are unable to verify or authenticate any information you provide to us; (d) upon gameplay, or any player activity whatsoever which we, in our sole discretion, determine is inappropriate and/or in violation of the spirit of the Game. We may also terminate this TOU if we decide, in our sole discretion, to discontinue offering the Game.

4.2 Termination by You.

You may terminate this TOU (including your Application license), the Game and/or your Account at any time by removing the Game from your mobile device.

5. SYSTEM INFORMATION AND MONITORING; PRIVACY

You agree that we may communicate with you via telephone, e-mail, and any similar technology for any purpose relating to the Game, Software, this Site, and any Services or software which may in the future be provided by us or on our behalf. If for any reason you would no longer like to receive e-mail messages from us, you can e-mail us at unsubscribe@seasonpasstrivia.com to remove yourself. Please allow up to 20 days for us to process your request. Please note, if you opt not to receive marketing emails from us, you may still receive “Transactional” e-mail messages regarding your order (i.e. order confirmation, password changes, customer service notifications, etc.) If you have questions or concerns regarding this statement, please contact us at support@seasonpasstrivia.com.

To provide you the Service, we may collect certain information about Service performance, your mobile device, and your Application use. We may automatically upload this information from your mobile device. Such data may include mobile device information including but not limited to device name, model, os, unique identifier, push notification id, and operating performance data, network performance, activity history including but not limited to launching the Application, answers, timing, points awarded, Power ups used/purchased, IP addresses, Account information changes, and service quality data (the “**Data**”). Any software or hardware errors, which may occur while you are connected to the Application or our servers or offline, may be uploaded and reported. All such data may be stored with the mobile device’s unique identifier, and may be associated with other personally identifiable information.

In order to operate and provide the Service, we collect certain information about you. We use and protect that information as described in the Supermoon Privacy Policy at <http://www.seasonpasstrivia.com>. Please refer to our Privacy Policy for additional information.

We may use technology or other means to protect the Application, protect our customers, or stop you from breaching this TOU. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the Service.

We may automatically check your version of the Software. We may automatically download upgrades to the Software to your mobile device to update, enhance, and further develop the Application or for other reasons. You acknowledge that any and all data that is stored and is resident on our servers, and any and all User Content, scores, and communications that you make within the Game or on this Site that traverse through our servers, may or may not be monitored by us or our agents, you have no expectation of privacy in any such communications and you expressly consent to such monitoring of communications you send and receive.

Additionally, to evaluate and enable the features and functions of the Service, such as leaderboards live-hosted gameplay, achievements, sweepstakes, contests, and analytics, you grant Supermoon and each of our affiliates, resellers, distributors, service providers, partners, and/or suppliers permission to use, track, store, copy, distribute, broadcast, transmit, publicly display and perform, and reproduce, your Data and User Content that you may submit, without attribution to you and without notice or compensation to you of any kind.

You should not expect any level of privacy concerning your use of the communication features offered through the Application or this Site. These communications may be monitored; however, we cannot monitor the entire Application and make no attempt to do so. You understand that these communications can be recorded and used by others. However, to the maximum extent permitted by law, we may monitor your communications and may disclose information about you pursuant to our Privacy Policy which is incorporated herein by this reference and available on <http://www.seasonpasstrivia.com>.

As further detailed in our Privacy Policy and our EULA, we cannot ensure that your private communications and other personally-identifiable information will not be disclosed to third parties. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. Additionally, we can (and you authorize us to) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate to investigate or resolve possible problems or inquiries.

You acknowledge and agree that we may transfer the Application and your Account information (including your personal data) to the United States or other countries or may share such information with the Season Pass Parties in connection with the Application, to the extent permitted under this TOU and our Privacy Policy.

6. NO EXPRESS OR IMPLIED WARRANTIES; LIMITATION OF LIABILITY

6.1 No Express or Implied Warranties.

WE PROVIDE THE APPLICATION “AS-IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” WE AND OUR LICENSORS, LICENSEES, VENDORS, SUPPLIERS, AFFILIATES, REPRESENTATIVES, THIRD PARTY PROVIDERS AND ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY CONTENT OR SERVICES RELATED TO THE APPLICATION AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY REFERRED TO AS THE “SUPERMOON PARTIES”), EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY DEPENDING ON YOUR PLACE OF RESIDENCE.

We and the Supermoon Parties are not liable for any delay or failure to perform resulting from any causes beyond our reasonable control. Further, we cannot and do not promise or ensure that you will be able to access your Account and/or the Application whenever you want, and there may be extended periods of time when you cannot access your Account and/or the Application. You assume the entire risk as to the results and performance of the Application in connection with your hardware and software, and you assume the entire cost of all servicing, repair and/or correction of your hardware and software.

WITHOUT LIMITING THE FOREGOING, WE AND THE SUPERMOON PARTIES DO NOT ENSURE CONTINUOUS, ERROR-FREE, SECURE OR VIRUS-FREE OPERATION OF THE SOFTWARE, THE APPLICATION, YOUR ACCOUNT OR CONTINUED OPERATION OR AVAILABILITY OF ANY GIVEN GAME FEATURE OR SERVICE.

6.2 Limitation of Liability and Relief.

IN NO EVENT SHALL WE OR THE SUPERMOON PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OUT OF OR IN CONNECTION WITH THE POSSESSION, USE, OR MALFUNCTION OF THE APPLICATION, USER CONTENT, YOUR ACCOUNT, DELAYS OR FAILURES YOU MAY HAVE IN INITIATING, CONDUCTING, OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE APPLICATION IN AN ACCURATE OR TIMELY MANNER, CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE, OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, OR THIS TOU, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF WE AND THE SUPERMOON PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS AND EVEN IF ANY WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IF WE OR THE SUPERMOON

PARTIES KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE APPLICATION AND SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF LIABILITY AND RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. IF, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS TOU, WE OR THE SUPERMOON PARTIES ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR USE OF THE APPLICATION, SERVICE, AND THIS SITE, OUR AND THE SUPERMOON PARTIES' SOLE AND ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS TOU TO YOU OR ANY THIRD PARTIES IS LIMITED TO A MAXIMUM OF \$1.00.

Some states do not allow the exclusion or limitation of incidental, consequential, or certain other damages, so the above limitation or exclusion may not apply to you.

7. CONTESTS & SWEEPSTAKES; PROMOTIONS

The Application may offer opportunities to enter contests and sweepstakes (“Promotions”). By participating in any such Promotions or event, you signify your agreement to all special terms set forth on this Site applicable to the Promotions as well as to this TOU. Each Promotion will provide rules of eligibility. This TOU is incorporated by reference into each and every of such Promotion rules. To the extent that any conflict exists between this TOU and the specific rules, the rules applicable to the particular Promotion in which you choose to participate shall govern. Although your participation in these Promotions is governed by the express rules applicable to each such Promotion, entry into any such Promotion constitutes permission for us and the Supermoon Parties to use each entrant's name, likeness, and/or entry in advertising and promotional activities in all media now known or hereafter developed without notice, compensation or other consideration (except where prohibited by law).

8. LEADERBOARDS

The Application keeps track of individual scores and, in some cases, these scores may be posted on leaderboards that appear in the Game or on this Site. When a score is posted on a leaderboard, we may also post the name you designated as the Account/user name for attribution next to your score. You hereby grant Supermoon and the Supermoon Parties an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide right and license to use, copy, print, display, broadcast, and distribute or otherwise use and reproduce your Account/user name or designated moniker for attribution in connection with the Game and this Site and in connection with the advertising, marking and promotion of the foregoing without compensation, notifications or other consideration. You also agree to indemnify and hold Supermoon and the Supermoon Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any party arising out any such name, online attribution, information or materials, or User Content you submit to us.

9. GENERAL

9.1 Amendments to this TOU.

We may amend change, modify, add to, supplement or delete any of the terms and conditions of this TOU at any time in our sole discretion. Any such amendments will generally be communicated to you at the time that you attempt to log in to your Account and/or play the Game. Please note that your right to continue to access, use, or play the Game will be contingent upon your acceptance of such amended Agreement. If any future changes to this TOU are unacceptable to you or cause you to no longer be in compliance with this TOU, you may terminate this TOU in accordance with this TOU. Your installation and use of any updates or modifications to the Application or your continued use of the Application following notice of changes to this TOU will demonstrate your acceptance of any and all such changes. Supermoon may change, modify, suspend, or discontinue any aspect of the Application at any time. Supermoon may also impose limits on certain features or restrict your access to parts or all of the Application without notice or liability. You have no interest, monetary or otherwise, in any feature or content, User Content, or Virtual Goods contained in or related to the Application.

9.2 Compliance with Applicable Law(s).

You shall comply with all applicable laws, rules and regulations regarding your use of the Application, your access to your Account and your access to and use of the Application. Without limiting the foregoing, you may not download, use or otherwise export or re-export the Software except in full compliance with all applicable laws and regulations, including, without limitation, the laws of the United States and the jurisdiction in which you reside.

9.3 Notices; E-mail; Contacting Us.

We have the right to send you certain information in connection with the Service and have the right to send you certain additional information. There may be other information regarding the Service that the law requires us to send you. We may send you this (and any other) information in electronic form via e-mail to the e-mail address you provide to us. You have the right to withdraw this consent, but if you do, we may cancel your Account. **You agree that we may provide required information to you: (a) by e-mail at the e-mail address you provided to us; (b) by access to this Site or a Supermoon website that will be designated in an e-mail notice sent to you at the time the information is available; or (c) by access to www.seasonpasstrivia.com. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail.** As long as you access and use the Application, you agree that you will have, or have access to, the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must stop using the Application.

You may give notice to Supermoon, LLC by electronic mail to support@seasonpasstrivia.com or by U.S. Mail o the following address. The Application and all services hereunder are offered by Supermoon, LLC, 3033 N. Central Ave., Suite 645, Phoenix, AZ 85012.

9.4 Changes to the Application; If We Cancel the Game.

We may change the Application or delete or discontinue features, games, Promotions, Virtual Goods, or other content at any time and for any reason (or no reason). We may cancel or suspend the Application at any time. Our cancellation or suspension may be without cause and without notice. Upon Application cancellation, your right to use the Application stops right away. Once the Application is cancelled or suspended, any data you have stored on the Application may not be retrieved later.

9.5 Interpreting this TOU.

All parts of this TOU apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this TOU as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this TOU will not change. This TOU (together with the other agreements referenced in this TOU and incorporated herein) is the entire agreement between you and us regarding your use of the Application. It supersedes any prior agreement or statements regarding your use of the Application. The section titles in this TOU do not limit the other terms of this TOU.

9.6 Assignment.

We may assign this TOU, in whole or in part, at any time with or without notice to you. You may not assign this TOU, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Application or any part of the Application.

9.7 No Third Party Beneficiaries; Supermoon Affiliates.

This TOU is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this TOU. Certain sections of this TOU are for the benefit of the Supermoon Parties and affiliates. As a result, Supermoon is entitled to enforce this TOU.

9.8 Choice of Law and Location for Resolving Disputes.

This TOU is governed in all respects by the laws of the State of Arizona as such laws are applied to agreements entered into and to be performed entirely within Arizona between Arizona residents. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in Arizona and further agree that any cause of action relating to this TOU shall be brought in the County of Maricopa, State of Arizona (if under State law) or the District of Arizona - Phoenix (if under federal law) and such courts shall have exclusive jurisdiction to determine the validity, construction and performance of this TOU and the legal relations between the parties hereto. You hereby waive any claim that such venue is improper or inconvenient.

Notwithstanding the foregoing, you acknowledge and agree that a breach or threatened breach of

any covenant contained in this TOU would cause irreparable injury, that money damages would be an inadequate remedy, and that Supermoon shall be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain you from such breach or threatened breach, provided any such injunctive relief shall not be constructed as preventing Supermoon from pursuing any and all remedies available to it, including the recovery of monetary damages from you.

9.9 IP Notices.

Copyright and Trademark Notices

All contents of the Application are Copyright © 2011 Supermoon, LLC, 3033 N. Central Ave., Suite 645, Phoenix, AZ 85012. All rights reserved. Copyright, Trademark, and other intellectual property laws and treaties protect any software or content provided as part of the Application. Any rights not expressly granted in this TOU are expressly reserved. Season Pass™ is a trademark of Supermoon, LLC.

Respect Copyright

Please respect the rights of artists and creators. User Content may be protected by copyright. You may not share other people's content unless you own the rights or have permission from the owner.

Support

You may contact us at support@seasonpasstrivia.com if you have any support questions about the Application.

9.10 Third-Party Notices.

Mention of third parties and third party products in any materials, advertising, promotions, giveaways, gifts, prizes, or coupons provided to you is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party product specifications and descriptions are supplied by the respective vendor or supplier, and we shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

9.10 Miscellaneous.

Except as provided herein, this TOU may not be amended except in a writing signed by both parties.