

TERMS OF SERVICE

The Website (defined below) is provided by Flummox Labs, LLC, ("Flummox", "we", "our", or "us"). These "Terms of Service" (this "Agreement") govern your use of the Website, regardless of how you access or use it. By "Website", we mean the Internet domain address within which this Agreement is posted and all features, applications, content, and downloads that are operated by us and that are available through or interact with it, and/or post links to this Agreement.

IF YOU'RE UNDER THE AGE OF MAJORITY (which is 18 years old in most states), then your parent or guardian may be liable for some or all of your activities on the Website. Because of this, and because it's prudent for your parent or guardian to be aware of your activities, including the websites that you visit, you should make your parent or guardian aware that you are using the Website – as this Agreement and your use of the Website affect their legal rights and obligations.

IF YOU WANT TO USE THIS WEBSITE, then carefully read this Agreement, as it constitutes a written agreement between you and Flummox and it affects your legal rights and obligations.

- Each time you access and/or use the Website (other than to simply read this Agreement), you agree to be bound by and comply with all of the terms of this Agreement and any Additional Terms (defined below). Therefore, do not use the Website if you do not agree to all of the terms of this Agreement and any Additional Terms.
- The business realities associated with operating the Website are such that, without the limitations that are set forth in this Agreement -- such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes -- Flummox would not make the Website available to you.
- In some instances, both this Agreement and separate guidelines, rules, or terms setting forth additional or different terms and/or conditions will apply to your use of the Website or to a service or product offered via the Website (in each such instance, and collectively, "Additional Terms"). To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Website's Privacy Policy: <http://flummoxandfriends.com/terms-of-service-privacy-policy/>

1. WEBSITE CONTENT, OWNERSHIP AND RIGHTS OF OTHERS.

1.1. Content. The Website contains a variety of: (i) materials and other items relating to Flummox and its products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Website, and the compilation, assembly, and arrangement of the materials of the Website and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of Flummox (collectively, "Trademarks"); and (iii) other forms of intellectual property (all of the foregoing, collectively "Content").

1.2. Ownership. The Website (including past, present, and future versions) and the Content are owned or controlled by Flummox and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Website is the property of Flummox or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. Flummox owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Website.

1.3. Rights of Others. In using the Website, you must respect the intellectual property and other rights of Flummox and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. Flummox respects the intellectual property rights of others. If you believe that your work has been infringed on the Website please email us at info@flummoxandfriends.com.

2. ACCESS TO THE WEBSITE

Subject to your strict compliance with this Agreement and the Additional Terms, Flummox grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Flummox's sole discretion, and without advance notice or liability.

In order to use the Website, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet and to be able to access the Content.

3. PRIVACY POLICY

Flummox takes your privacy seriously and operates under the policies and principles outlined in our Privacy Policy, which contains important information and disclosures relating to the collection and use of your personally identifiable information in connection with your use of the Website. Our Privacy Policy is set forth here: <http://flummoxandfriends.com/terms-of-service-privacy-policy/>

4. USER RESTRICTIONS

4.1. Flummox will make reasonable efforts to keep the Website operational. However, certain technical difficulties, routine site maintenance/upgrades and any other events outside the control of Flummox may, from time to time, result in temporary service interruptions. Flummox also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions of the Website with or without notice. You agree that Flummox shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, suspension, discontinuance of or interruption to the Website.

4.2. By using the Website, you acknowledge and agree that you have no right to provide any files obtained through the Website to any other party or through any other means. You agree that you will not duplicate or otherwise reproduce the Content, or any portion thereof, onto any physical medium, memory or device now known or hereinafter devised, except as expressly allowed under this Agreement. In addition, you agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any Content protection methods.

4.3. You may not use or allow others to use the Website, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Website, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Website; and/or (d) infringes any intellectual property, proprietary rights or

confidentiality obligations of others. You also may not use, nor allow others to use, the Website, directly or indirectly, to: (x) attempt to or actually disrupt, impair or interfere with, alter or modify the Website or any information, data or materials posted and/or displayed by us or anyone else; (y) act in a way that affects or reflects negatively on us, the Website, or anyone else; (z) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Website.

4.4. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Website or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Website or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and we may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

4.5. In some cases, Flummox derives its rights to use the Content offered on the Website from third party content owners ("Content Providers") for fixed periods of time. As well, Flummox is sometimes required to pull certain Content off the Website for legal reasons. Therefore, certain Content offered or advertised by Flummox may not be available when you try to access it, and not all Content is available in all countries or territories.

4.6. You acknowledge and agree to the essential condition that the Content is provided "As Is". Therefore, you are aware and agree that the Content might not be suitable for your purposes or satisfy your expectations or requirements with respect to it. You also acknowledge and agree that the Content could contain errors or other harmful components. Therefore, we recommend that prior to accessing the Content, you ensure, at your cost, that the Content will suit your requirements and needs and will not have any negative impact on your computer and/or your media player system.

5. TERMINATION

5.1. We may terminate this Agreement, restrict, suspend or terminate your use of the Website immediately and without notice or liability, if you violate, breach or fail to comply with this Agreement in any way, and it will not limit any other rights or remedies which are available to us. Without limitation of any other provisions hereof regarding termination, we reserve the right to terminate your use of the Website, without cause, upon reasonable notice.

5.2. You may terminate this Agreement by ceasing to use the Website. Termination is your sole right and exclusive remedy if you are not satisfied with the Website.

5.3. Termination of this Agreement shall not relieve you of any obligations to pay accrued charges.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Content available through the Website is the property of Flummox or its Content Providers and is protected by copyright and other intellectual property laws. Content received through the Website may be accessed for your personal, non-commercial use only.

6.2. You acknowledge that Flummox retains exclusive ownership of the Website and all intellectual property rights associated therewith. The Website contains proprietary and confidential information that is protected

by copyright laws and international treaty provisions. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Website or the Content, and Flummox reserves all rights not expressly granted hereunder. You may not copy, reproduce, transfer or access (except as expressly authorized by this Agreement), re-license, reverse engineer, decompile, disassemble, translate, publish, transmit, distribute, display, broadcast, re-broadcast, redistribute, modify, create derivative works from, capture or store in any physical media, market, rent, sell, lease, sublicense, or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, the Website or any related software. You shall promptly notify Flummox in writing upon your discovery of any unauthorized use or infringement of the Website or the Content or Flummox's patent, copyright, trade secret, trademarks or other intellectual property rights. Except as expressly provided for herein, any copy or use of any portion of the Website shall constitute an act of copyright infringement and a breach of this Agreement. Furthermore, Flummox may in its sole discretion pursue any other available rights or remedies at law or in equity for a violation of this Agreement or such copyright infringement.

6.3. The Flummox logos and other trademarks on the site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Flummox and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE WEBSITE, THE FLUMMOX SITE AND THE PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE OR ANY PORTION THEREOF, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS. OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE WEBSITE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FLUMMOX, ITS CONTENT PROVIDERS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE WEBSITE, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT FLUMMOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 13(A) ABOVE) WITHIN 1 YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

9. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, and/or (b) your use of the Website. We may, in our discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

10. CHOICE OF LAW AND CONSENT TO JURISDICTION

The Website is created, operated and controlled by Flummox in the State of California, United States of America. The laws of the State of California will govern this Agreement without giving effect to any principles or conflicts of laws.

11. INFORMATION PROVIDED

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Website is at your sole risk. Flummox reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Website, or to deny access to the Website to anyone at any time. Prior to making any decisions based on information posted on the Website, you are advised to verify the information. Flummox shall not have any liability arising from your acts or decisions based upon the information provided on the Website.

12. LINKS TO OTHER SITES

The Website may contain hyperlinks and pointers to other sites on the Internet that may be maintained by third parties ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Website and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of service and privacy policy and those Other Sites may have different practices and requirements than the Website. Flummox may not have knowledge of, and is not responsible for, the content, information, services, products or advertisements presented by any Other Site which you use at your own risk. Flummox does not warrant or make any representation regarding the legality, accuracy, quality or authenticity of content, information, services or products presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Flummox of any Other Site(s) or resources, or their content, information, services or products. The Website is only providing these links to you as a convenience. The terms of service and privacy policy of any Other Sites shall apply to your access and use of them. Flummox accepts no responsibility for the content or conduct of Other Sites

13. OTHER IMPORTANT PROVISIONS

13.1 Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section 13.

13.2 You shall not use the Website in any manner contrary to local, state or federal law. Flummox expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) by you

and reserves the right to terminate your access to the Website immediately upon notice of your failure to comply with any such local, state or federal law.

13.3 Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

13.4 If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

13.5 No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

13.6 You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void from inception.

13.7 This Agreement, together with our Privacy Policy and any Additional Terms which we refer to and which are hereby incorporated herein by this reference, constitutes the entire agreement between you and us with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Website.

13.8 Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Website, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

13.9 A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. CHANGES OR MODIFICATIONS

We reserve the right to add, delete, change or modify parts of this Agreement at our sole discretion and at any time without notice or liability to you. If we do this, we will post the changes to the Terms of Service on this page and will indicate the effective date of the Terms of Service at the bottom of the page. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to this Agreement. Your continued use of the Website constitutes your acceptance of the new Terms of Service.

Last updated August 23, 2012