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Proletariat, Inc.
WEBSITE TERMS OF USE

1. Acceptance of Terms.

Welcome to the Proletariat website! By using (a) the Proletariat website, (b) any of the game specific websites operated by Proletariat such as *playstreamline.com* and *worldzombination.com* (collectively (a) and (b), the “Sites”) or (c) any of their associated services and features, you indicate your unconditional acceptance of the following Terms of Use. Please read them carefully, as they may have changed since your last visit. The most recent version of these terms and conditions may be viewed at [<http://www.proletariat.com/tos>]. These Terms of Use apply to all Proletariat online services and features, unless otherwise indicated.

2. Scope of Service.

Proletariat and our business partners and affiliates (collectively, “Proletariat” or “we”) maintain the Sites as a service to provide users with access to online games and to the Streamote platform, subject to these Terms of Use. The term “Site” includes all services and features available on Proletariat.com, including our online discussion forums and chat rooms. Users of any of the Sites (“you”) are responsible for obtaining any equipment and Internet service necessary to access the Sites and for any paying any fees for the equipment and service you select. We may alter, suspend, or discontinue one or more of the Sites, in whole or in part, at any time and for any reason, without notice. One or more of the Sites may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

3. Website Content.

Users have a personal, non-transferable, non-exclusive right to access and use the Content of the Sites subject to these Terms of Use. The term “Content” means all games, information, text, images, data, video, audio, links, software, messages, forum posts or other material accessible through one of the Sites, whether created by us or provided by another person for display on one of the Sites.

The Content may contain errors or inaccuracies. We reserve the right to make changes to Content, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print any Content that is identified on one of the Sites as being available for download, subject to the following conditions:

a. The Content may be used solely for your own internal non-commercial purposes. No part of any Site or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for

any other purpose.

- b. The Content may not be modified.
- c. Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on any of the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Sites or any Content displayed on a Site, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on one of our Sites.

4. Links to Third-Party Websites.

The Sites contains link to retailers and other non-Proletariat websites that are provided to you as a convenience. Any outside website accessed from one of our Sites is independent from Proletariat, and we have no control over the content of such websites. We are not responsible for the content of any linked website or for any loss or damage incurred in connection with your use such links or dealings with the operators of such retailer or other non-Proletariat websites.

5. No Implied Endorsements.

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by Proletariat of that third party or of any product or service provided by a third party. Likewise, a link to any non-Proletariat website does not imply that we endorse or accept any responsibility for the content or use of such a website. Proletariat does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through one of the Sites and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

6. Content Submitted by Users.

a. Accuracy. You may use our Sites without volunteering personally identifiable information, but you may not have access to all features and functions available on the Sites. Please refer to our Privacy Policy for additional information on our practices for handling personally identifiable information. However, if you choose to provide information to register for or participate in a service, event, or promotion on one of our Sites, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.

b. Liability. We are not responsible or liable for the conduct of users or for views, opinions and statements expressed in Content submitted for public display through our Sites, such as through an online discussion forum or chat room. We do not prescreen

information posted to online discussion forums or chat rooms. With respect to such forums and chat rooms, we acting as a passive conduit for such distribution and are not responsible for Content. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by users of an online discussion forum or chat room are those of the respective author(s) or distributor(s) and not of Proletariat. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content submitted to one of the Sites is not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of Content to any of the Sites.

c. Monitoring. We have the right, but not the obligation, to monitor Content submitted to our Sites through an online discussion forum or chat room, to determine compliance with these Terms of Use and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted in any online discussion forum or chat room provided through our Sites. Without limiting the foregoing, we have the right to remove any material that Proletariat, in its sole discretion, finds to be in violation of these Terms of Use or otherwise objectionable, and you are solely responsible for the Content that you post to any of our Sites.

7. Prohibited Conduct.

By accessing our Sites or any chat room, online discussion forum, or other service provided through our Sites, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Sites or any related chat room or online discussion forum to:

- a. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Proletariat.
- b. Use a name or language that Proletariat, in its sole discretion, deems offensive.
- c. Post defamatory statements.
- d. Post hateful or racially or ethnically objectionable Content.
- e. Post Content which infringes another's copyright, trademark or trade secret.
- f. Post unsolicited advertising or unlawfully promote products or services.
- g. Harass, threaten or intentionally embarrass or cause distress to another

person or entity.

- h. Impersonate another person.
- i. Exploit children under 18 years of age.
- j. Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum.
- k. Introduce viruses, worms, Trojan horses and/or harmful code to any of our Sites.
- l. Obtain unauthorized access to any computer system through one of the Sites.
- m. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
- n. Solicit personal information from children under 13 years of age.
- o. Violate any federal, state, local, or international law or regulation.
- p. Encourage conduct that would constitute a criminal or civil offense.

8. Children.

Our Sites are intended to serve a general audience and do not provide specific features or services targeted at children under age 13. We do not knowingly solicit personal information regarding children under age 13.

9. Intellectual Property Rights.

Unless otherwise noted, all Content contained on our Sites is the property of Proletariat and/or its affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

We do not claim ownership of Content submitted by users without compensation by Proletariat and with the expectation that such Content will be made publicly accessible through our Sites. By submitting such Content, however, you grant us a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, and publicly perform or display such Content. This license shall remain in effect until we delete the Content from our systems.

10. Copyright Infringement; Notice and Take Down Procedures.

If you believe that any materials on any of our Sites infringe your copyright, you

may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (1) identification of the copyrighted work that you believe to be infringing, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing and its location, including a description of the material, its website location or other pertinent information that will help us to locate the material; (3) your name, address, telephone number, and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf. Our agent for copyright issues relating to our Sites can be reached by mail here:

Proletariat Inc.
Attn: Copyright Agent
40 Broad St.
7th Floor
Boston, MA 02109

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of users of our Sites who are repeat infringers.

11. Security.

When you register to participate in an online discussion forum, chat room, promotion, or other service offered on any of our Sites, you may be required to establish a login identifier and a password. You are responsible for protecting your login and password from unauthorized use, and you are responsible for all activity that occurs on your account. You agree to notify us immediately if you believe that your login or password has been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your login and password.

12. Disclaimer of Warranty.

Under no circumstances will we be liable for any loss or damage caused by your reliance on information in any Content on any of our Sites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through our Sites. You are responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other Content.

ALL TEXT, IMAGES, GAMES, AUDIO, VIDEO, MESSAGES AND OTHER MATERIALS ON OR ACCESSIBLE FROM OUR SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, PROLETARIAT DOES NOT WARRANT THAT: (i) THE CONTENT AVAILABLE ON ANY OF ITS SITES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THE SITES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SITES OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitation of Liability.

IN NO EVENT SHALL PROLETARIAT BE LIABLE TO ANY USER OF ITS SITES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE SITES OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF PROLETARIAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Indemnification.

BY USING ANY OF THE SITES, YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND PROLETARIAT FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM A CLAIM BY A THIRD PARTY THAT ARISES IN CONNECTION WITH YOUR USE OF SUCH SITE.

15. Jurisdictional Issues.

We make no representation that information on our Sites is appropriate or available for use outside the United States. Those who choose to access any of our Sites from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

16. Termination.

We may terminate any user's access to any or all of our Sites, including access to any online discussion forum or chat room, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these terms and conditions, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Sites.

17. Enforcement.

These Terms of Use shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, notwithstanding any principles of conflicts of law.

All disputes arising out of or relating to these Terms of Use shall be finally resolved by arbitration conducted in the English language in Boston, Massachusetts, U.S.A. under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the Commonwealth of Massachusetts. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, we shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the District of Massachusetts or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award punitive damages, including but not limited to federal or state statutes permitting multiple or punitive damage awards. Any purported award of punitive or multiple damages shall be beyond the arbitrator's authority, void, and unenforceable.

18. Severability.

If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

19. Entire Agreement.

These Terms of Use constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

20. For Additional Information.

If you have any questions about these Terms of Use, please contact helpme@proletariat.com

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