

April 5, 2009 Terms of service for Gala-Net, Inc. a BusRadio advertiser targeting six-year-old children on up.

GALA-NET, INC. TERMS OF SERVICE (Effective Date: May 23, 2007) gPotato™ ("gPotato" or "Service"), is composed of the gPotato website, www.gpotato.com, www.gala-net.com, and affiliated sites (collectively, "Website"), and offers games, activities and services including, without limitation, Flyff, Rappelz, Corum, Tales Runner and Upshift StrikeRacer. Gala-Net, Inc. and its subsidiaries and affiliates (collectively, "Gala-Net") owns these sites. Your use of gPotato is subject at all times to these Terms of Service, our Privacy Policy and any applicable End User Licensing Agreements (collectively, "EULA"). Any inconsistencies between the Terms of Service, Privacy Policy or any EULA shall be resolved by Gala-Net in its sole and absolute discretion. Your gPotato member account ("Account") and all of our games, activities and other services, regardless of when they are added to gPotato, are governed by these Terms of Service.

EACH TIME YOU USE OR CAUSE ACCESS TO THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF SERVICE AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THESE TERMS OF SERVICE, PLEASE DO NOT USE OR ACCESS ANY SERVICE AND EXIT FROM THE WEBSITE. ANY REFERENCES HEREIN TO "YOU" AND "YOUR" REFER TO BOTH YOU AND SUCH PERSON AND ENTITY ON WHOSE BEHALF YOU ACT, IF ANY.

Gala-Net may, from time to time, modify, amend, or supplement these Terms of Service, and post those changes on the Terms of Service page. Such modifications, amendments or supplements shall be effective immediately upon posting on the Website. You are responsible for periodically checking the Website for changes to these Terms of Service. If you do not agree to be bound by (or cannot comply with) these Terms of Service as modified, you agree that your sole remedy is to cease using the Services by canceling your Account. Your continued use of the Services constitutes your agreement to be bound by the amended Terms of Service.

If you violate any of these Terms of Service, Gala-Net may issue you a warning about the violation, or we may choose to immediately terminate your Account(s). You acknowledge and agree that Gala-Net may terminate your Account(s) at any time for any reason or no reason in its sole and absolute discretion. If your Account is terminated, you may not re-register to obtain a new gPotato Account without Gala-Net's express permission. Moreover, if Gala-Net terminates your Account because of your breach of these Terms of Service or Gala-Net removes, deletes or loses any of your Content (defined below), Gala-Net shall have no liability or responsibility to you or any third party.

The Terms of Service and any posted rules or instructions regarding a particular game, activity, contest, or sweepstakes, constitutes the entire agreement between you and Gala-Net regarding your rights and obligations in your use of the Service.

#### 1. GPOTATO ACCOUNT REGISTRATION

By completing the gPotato registration process, you may establish an Account with which to access the Service and become a gPotato Member ("Member"). Your Account allows you to participate in certain games, activities and other services made available on the Website. To create an Account, you must select a login name, nickname and password. Your nickname is your gPotato identity. You may not use a nickname that is used by someone else, and your nickname cannot be vulgar, or otherwise offensive, or be used in any way that violates these Terms of Service. You must provide truthful and accurate information during the Account registration process.

You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal your Account password to other users or permit others to access your Account. Gala-Net will not ask you to reveal your password or ever initiate any contact with you by asking for your secret answer. If you forget your password, we will send it to you after we confirm your identity.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and shall be owned solely and exclusively by Gala-Net.

##### (a) Charges and Billing

You may create an Account without paying any registration or subscription fees. However, Gala-Net may charge fees to access and acquire certain game items or participate in game activities on gPotato. ANY APPLICABLE FEES AND OTHER CHARGES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. Gala-Net may, from time to time, modify, amend, or supplement its fee and billing

methods, and post those changes on the Terms of Service page or elsewhere on the Website. Such modifications, amendments or supplements shall be effective immediately upon posting on the Website. If any change is unacceptable to you, you may cancel your Account at any time, but Gala-Net will not refund any fees that may have accrued to your Account before such cancellation, and we will not prorate fees for any charges. For further information please refer to [billing.gpotato.com](http://billing.gpotato.com).

(b) Payment Options

Subject to technical problems and revisions to payment policies which may be instituted by Gala-Net at any time without notice, you may pay for any applicable fees and charges by major credit card, PayPal®, PayByCash™, UKash or such other methods expressly authorized by Gala-Net. Members who use PayByCash™ will incur an additional processing fee.

(i) Major Credit Card.

When you provide credit card information to Gala-Net, you represent to Gala-Net that you are the authorized user of the credit card that is used to pay the fees and charges applicable to the subject Account. As the Account holder, you are responsible for all fees and charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. This means that, unless your Account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized by you to use your Account, you will be responsible for all usage and purchases on your Account.

(ii) PayPal®.

To use PayPal® as a form of payment, you must have a PayPal® account and follow the instructions listed below. If you do not have a PayPal® account, you may set up a free account at [www.paypal.com](http://www.paypal.com).

1. Once your Account is created login to PayPal®.
2. Once logged in, click the Send Money tab listed at the top of the page.
3. In the Recipients Email box, please enter [paypal@gala-net.com](mailto:paypal@gala-net.com).
4. In the Amount (\$) box, please enter the amount to be transferred to us for payment.

(iii) PayByCash™.

To use PayByCash™ as a form of payment, you may need to create a payment account when using certain payment types within PayByCash.

(iv) UKash

To use UKash as a form of payment, you must purchase a UKash voucher from a local UKash retailer.

(c) Termination Of Account

You have the right to terminate or cancel your Account at any time. You understand and agree that the cancellation of your Account is your sole right and remedy with respect to any dispute, including, but not limited to, any related to, or arising out of: (i) any term of these Terms of Service or Gala-Net's enforcement or application of these Terms of Service; (ii) the Content (defined below) available through gPotato; (iii) your ability to access and/or use gPotato; or (iv) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

You may cancel your Account by delivering notice to gPotato's Customer Service Department at [billing.gpotato.com](http://billing.gpotato.com). Gala-Net reserves the right to collect accrued fees and charges and costs incurred by Gala-Net before you cancel your Account. In addition, you are responsible for any fees, charges and costs incurred to third-party vendors or content providers before your cancellation. In the event your Account is terminated or canceled for any reason no refund will be granted, no online time or other credits (e.g., points in an online game) will be credited to you or converted to cash or other form of reimbursement, and you will have no further access to your Account or anything within gPotato associated with it (such as gPotatoes, Playa, or in-game items). Active gPotato Account holders may not allow former Account holders whose Account has been terminated by gPotato to use their Accounts. Any delinquent or unpaid Accounts or Accounts with unresolved disputes must be settled before gPotato may allow you to register again.

2. ONLINE CONTENT

By "Content," we mean all of the games, software, communications, images, sounds, and all the material and information you see on the Website. Gala-Net does not pre-screen all Content. You bear the entire risk of the completeness, accuracy or usefulness of Content found on the Website.

Strong vulgar language, crude or explicit sexual references, discussions of illegal drugs, and hate speech are always inappropriate Content for gPotato. Content standards may vary depending on where you are accessing gPotato from, the type of game you are playing and the expectations of the local community in which you reside. Some game play and chat rooms may involve use of stronger language than others, including expletives. We request that you always use your best judgment in providing or utilizing Content and engaging in other conduct in connection with the Service. See Section 3 - Online Conduct - for additional information.

Gala-Net may monitor any Content on gPotato at any time. But we cannot monitor all of the Content on gPotato, and we do not attempt to do so. If you encounter any Content that you do not agree with or find objectionable, please report it to the game support or complaint e-mail address for the area in which the incident occurred. Gala-Net does not endorse, approve, or prescreen any Content that you or other users communicate on the Service. Gala-Net does not assume any responsibility or liability for Content that is generated by Members or other guests on gPotato. We reserve the right to remove Content that is objectionable to us in our sole and absolute discretion. Gala-Net does not assume any liability for any failure to remove, or any delay in removing, any Content.

### 3. ONLINE CONDUCT

You agree that you will be personally responsible for your use of gPotato and for all of your Content and online activity on the Service, and that you will indemnify and hold harmless Gala-Net, its licensors, affiliates, employees, officers, and directors from all claims for liabilities, losses and expenses, including reasonable attorneys' fees, from third parties arising from such conduct. Specifically, you agree to comply with all applicable laws, rules and regulations governing the disclosure and use of third party property, including, without limitation, any and all intellectual property rights. Moreover, you agree not to engage in any of the following:

a. Post, transmit, promote, or distribute illegal Content. b. Harass, threaten, abuse, disparage, libel, slander, embarrass, or engage in any other disruptive behavior involving another Member, guest or Gala-Net employee. c. Transmit or facilitate distribution of Content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. d. Infringe upon the intellectual property rights of Gala-Net or any third party. e. Alter or cancel another Member's Account. f. Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text]. g. Impersonate another person, indicate that you are a Gala-Net employee or a representative of gPotato, or attempt to mislead Members or guests by indicating that you represent Gala-Net or any of Gala-Net's licensors or affiliates. h. Attempt to get a log-in I.D., password, or other Account information, or any other private information from a Member or any other user on gPotato. Remember: Gala-Net employees will NEVER ask for your password. Don't give your password, secret answers, or billing information out to anyone. i. Upload any Content that you do not own or have the right to freely distribute. j. Engage in or promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software. k. Upload files that contain a virus or corrupted data. l. Post messages for any purpose other than personal communication, including, without limitation, advertising, promotional materials, chain letters, pyramid schemes, or make any commercial use of our Service. m. Improperly use in game support or complaint buttons or make false reports to Gala-Net. n. Use or distribute "auto" software programs, "macro" software programs or other "cheat utility" software program or applications. o. Modify, delete or create derivative works of the Service or Website, or any component thereof. p. Post or communicate any player's real-world personal information within the Service or any other part of the Web Site. q. Interfere with, hack into or decipher any transmissions to or from the servers running the Service. r. Exploit any bug in the Service or in any Gala-Net product to gain unfair advantage in the game and you will not communicate the existence of any such bug (either directly or through the public posting) to any other user of the Service. s. Attempt to play your gPotato game on or through any service that is not controlled or authorized by Gala-Net. You will not participate in any online service that provides online features or game play for your gPotato game that is not authorized by Gala-Net. t. Do anything that interferes with the ability of other Members or guests to enjoy playing a gPotato game and using the Service or that materially increases the expense or difficulty of Gala-Net in maintaining the Service for the enjoyment of all its Members and guests.

If you encounter another Member who is violating any of the items described in the Online Conduct list above, please report them using the "Help" or "Report Abuse" functions of the Service.

Gala-Net does not recognize or condone any outside service that may be used for the exchange of points, assets or attributes that you may accumulate as a result of participating in the Service or playing your gPotato game. This includes the exchange of gPotatoes, Accounts, or items on services including eBay™ or Yahoo!™ Auctions. We do not assume any responsibility for, and won't support, such transactions.

NOTE THAT YOU ARE ONLY LICENSING THE RIGHTS TO USE YOUR ACCOUNT AND THE SERVICE, AND AS GALA-NET EITHER OWNS, OR HAS EXCLUSIVELY LICENSED, ALL OF THE GAME SOFTWARE AND OTHER CONTENT WHICH APPEARS IN THE SERVICE, GALA-NET DOES NOT RECOGNIZE ANY PROPERTY CLAIMS OUTSIDE OF THE SERVICE, OR THE PURPORTED SALE, GIFT OR TRADE IN THE "REAL WORLD" OF ANYTHING RELATED TO THE SERVICE. SPECIFICALLY, ALTHOUGH YOU MAY ACQUIRE, CREATE, DESIGN, OR MODIFY GAME SOFTWARE-RELATED ITEMS, YOU AGREE THAT YOU WILL NOT GAIN ANY OWNERSHIP INTEREST WHATSOEVER IN ANY SUCH ITEMS. ACCORDINGLY, YOU MAY NOT SELL GAME ITEMS OR ACCOUNTS FOR "REAL" MONEY OR EXCHANGE ITEMS OF THE SERVICE, AND DOING SO MAY LEAD TO THE IMMEDIATE TERMINATION OF YOUR ACCOUNT AND/OR THE ACCOUNT OF THE MEMBER WHO HAS ACQUIRED SUCH GAME ITEMS OR ACCOUNTS.

YOU FURTHER AGREE THAT THESE RULES WILL APPLY TO ANYONE THAT YOU ALLOW TO USE YOUR SERVICE ACCOUNT OR USER ID, AND THAT YOU ARE PERSONALLY RESPONSIBLE FOR THE CONSEQUENCES (INCLUDING TERMINATION OF YOUR ACCOUNT) THAT MAY RESULT IF ANY SUCH PERSON VIOLATES THESE RULES.

#### Modification to Service

Gala-Net may at any time and from time to time revise, supplement, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you, and terminate all licenses granted in these Terms of Service. You agree that neither Gala-Net nor any of its affiliates, licensors, agents, or employees is liable to you or any third party for any revision, supplement, suspension, or discontinuation of the Service, and termination of any license.

Gala-Net, in its sole discretion, may remove or delete any of your Content when such Content has exceeded a pre-determined time restriction and/or quantity, or when the Website or the Service, or any component thereof, requires maintenance or upgrades.

#### Public Nature of Communications

You acknowledge and agree that your communications with other Members or guests via any channel of communication on this Service are public and not private, and that you have no expectation of privacy concerning your use of this Service. You acknowledge that personal information that you communicate on this Service may be seen and used by others and result in unsolicited communications, therefore we strongly encourage you not to disclose any personal information about yourself in your public communications on our Service. You are solely responsible for these communications and their legality under all applicable laws and regulations. Gala-Net is not responsible for information that you choose to communicate to other users on the Service, or for the actions of other users.

Once you post or send any Content to gPotato, you expressly grant Gala-Net the complete and irrevocable, transferable, royalty-free, and perpetual right and license to quote, re-post, use, reproduce, modify, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the Content in any form, anywhere, with or without attribution to your nickname in Gala-Net's discretion, and without any notice or compensation to you of any kind. Gala-Net will comply with court orders or subpoenas in any jurisdiction directing Gala-Net to disclose the identity of anyone posting communications to the Website.

For information regarding Gala-Net's use of information collected in connection with the Services, please refer to Gala-Net's Privacy Policy.

#### Personal Use

The Service is for your personal use. You understand and agree that you may not transmit or re-transmit, broadcast or re-broadcast or make any commercial use of the Service. Specifically, you may not use any area of the Service to collect information, including login names, about Members, and use of such information to send

unsolicited e-mail or for any other purpose. You may not attempt (or authorize, encourage or support others' attempts) to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Service or any component thereto. You agree to advise Gala-Net promptly of any such unauthorized use(s) or attempt(s).

#### Liability Under Computer Fraud and Abuse Act

The use of machines, computers, scripts or any automated system on the Service is strictly prohibited and may result in criminal liability under the Computer Fraud and Abuse Act, Section 1030 of the United States Code (the "Act"). You may only play games made available through the Services with one type, version or copy of the client application at any one time.

Moreover, any of the following actions may subject you to liability, including, penalties under the Act:

a. knowingly and with intent to defraud, accessing a protected computer without authorization, or exceeding authorized access, and by means of such conduct furthering the intended fraud and obtains anything of value; b. knowingly causing the transmission of a program, information, code, or command, and as a result of such conduct, intentionally causing damage without authorization, to a protected computer; c. intentionally accessing a protected computer without authorization, and as a result of such conduct, recklessly causing damage; or d. intentionally accessing a protected computer without authorization, and as a result of such conduct, causing damage.

#### Proprietary Rights; Copyrights and Trademarks

You understand and acknowledge that the Website, Content and other applications made available on the Service is owned solely and exclusively by Gala-Net, its licensors or its affiliates, and are protected by applicable U.S. laws and regulations, and international treaties relating to copyrights, trademarks, and other intellectual property rights. Under no circumstance will you obtain any ownership interest in any such proprietary subject matter pursuant to these Terms of Service or otherwise.

You shall not download, copy, transmit, modify, reproduce, distribute, show in public or in private, or create any derivative works of the Service, Website or any Content displayed therein. Unauthorized downloading, copying, transmitting, modifying, reproducing, distributing, showing and creating of derivative works of any Content may lead to the termination of your Account(s) and subject you to further legal action. Similarly, other Content owners may take criminal or civil action against you. In that event, you agree to indemnify and hold harmless Gala-Net and its licensors, affiliates, employees, officers, directors and agents from all claims for liabilities, losses and expenses, including reasonable attorneys' fees, from third parties in connection with such actions.

If Gala-Net receives notice alleging that you have engaged in infringing behavior or reasonably suspects that your use of the Services violates Gala-Net's or others' intellectual property rights, Gala-Net may, in its sole discretion, suspect or terminate your Account(s) with or without notice to you.

#### Gala-Net Trademarks

Gala-Net, Inc., its logo(s), gPotato™, and associated brand names and domain names are trademarks of Gala-Net in the United States, Japan and other countries. Gala-Net trademarks and trade dress may not be used in connection with any product or service that is likely to cause confusion among customers, or in any manner can be interpreted as business disparagement. All other trademarks not owned by Gala-Net that may appear on the Website are the property of their respective owners. You may not use, and nothing contained on the Website grants, by implication, waiver, estoppel or otherwise, any right to use, any trademark displayed on the Website without the written permission of Gala-Net or the respective owner of such trademark, service mark or logo.

#### Website

The Website is provided on an "as is" and "as available" basis. Gala-Net reserves the exclusive right and may, at any time and without notice and liability to you, modify or discontinue the Website or delete the data that you provide, whether temporarily or permanently. Temporary interruptions in the availability of the Website may occur from time to time as normal events. Under no circumstances will Gala-Net be held liable for any damages resulting from such interruptions. The Website may include technical inaccuracies, typographical errors or may enable you to access or download harmful or malicious code introduced onto the Internet by third parties. The Website is made available internationally and may contain references to products, programs and services of Gala-Net and/or its suppliers that are not available in your location. Such references do not imply that Gala-Net or its suppliers intend to make available such products, programs or services in your location.

## Game Software

Some games on gPotato may require that you download software from Gala-Net or its licensors onto your computer ("Game Software"). The right to use the Game Software is subject to the terms and conditions of the applicable EULA. You understand that Gala-Net's introduction of various technologies may not be consistent across all platforms and that the performance and some features offered by Gala-Net may vary depending on your computer and other equipment.

NEITHER GALA-NET NOR ITS LICENSORS HAVE ANY LIABILITY OF ANY KIND OR NATURE IN CONNECTION WITH YOUR USE OF THE GAME SOFTWARE (INCLUDING LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE), AND THE ENTIRE RISK OF USE (INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE) RESIDES WITH YOU.

As more particularly described in each applicable EULA, Gala-Net and/or its licensors retain exclusive right, title and interest (including all intellectual property rights) in and to the Game Software, copies thereof, and all error corrections, bug-fixes, patches, updates, derivative works, improvements, modifications thereto (whether made by Gala-Net, its licensors, you, or otherwise), including, but not limited to, any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, character inventories, structural or landscape designs, animations, sounds, musical compositions, audio-visual effects, storylines, character likenesses, methods of operation, moral rights, any related documentation, and "applets" incorporated into the Game Software. The rights described in the foregoing sentence are the copyrighted work of Gala-Net and/or its licensors and are protected by the copyright laws of the United States, Korea, Japan, international copyright treaties and conventions, and/or other applicable laws. All rights are reserved. The Game Software may contain certain licensed materials, and the licensors of those materials may enforce their rights in the event of any violation of the EULA.

## 4.BETA TESTS

You may be given the opportunity to beta test new games and site features. Your participation as a beta tester is subject to the following terms and conditions.

### Closed Beta Tests

Closed beta tests are confidential. The beta games, including information about features and functionality to be offered as part of the games, are confidential. If you participate in a closed beta test, you must safeguard and prevent unauthorized access to, copying, disclosure, and unauthorized use of the beta games. You will carry out the testing personally and not provide access to beta games to any other person. You agree that breach of the above confidentiality obligations will cause irreparable harm to Gala-Net, and Gala-Net is entitled to (in addition to any other remedies available to it) ex parte injunctive relief without bond to prevent the breach or threatened breach of your obligations. Your obligation to keep the beta games confidential will continue until Gala-Net publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the games and the content that you are testing.

### All Beta Tests (Closed And Open)

a. As a beta tester, you are invited to play beta games for the sole purpose of evaluating the games and identifying errors. Nothing in this Agreement, or on this site, shall be construed as granting you any rights or privileges of any kind with respect to the beta games or content that you find here. The beta games are provided for testing on an "as is" "as available" basis and we make no warranty to you of any kind, express or implied. b. When playing some beta games, you may accumulate treasure, experience points, equipment, or other value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular game completes this testing phase. In this case, all player history and data will be erased and each player will return to novice status. c. By selecting a "Play" button to start a beta game, you agree that: (i) playing beta games is at your own risk and that you know that the games may include known or unknown bugs, (ii) any value or status indicators that you achieve through game play may be erased at any time, (iii) Gala-Net has no obligation to make these games available for play without charge for any period of time, nor to make them available at all, (iv) these games may be available only by subscription once the testing process is complete or at any time in the future; (v) these Terms of Service apply to your use of the games during the testing phase, and (vi) if it is a closed beta test, you will keep all

information about the beta games confidential as stated above and not disclose such information to any other person. d. Beta Test accounts are non-transferable under any circumstances.

#### 5. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE, WEBSITE, GAME SOFTWARE, AND THE INTERNET IS AT YOUR SOLE RISK. GPOTATO, WEBSITE, GAME SOFTWARE, GALA-NET'S PRODUCTS AND SERVICES, THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. GALA-NET PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT GALA-NET WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

#### 6. LIMITATIONS OF LIABILITIES

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH GALA-NET OR ITS LICENSORS IS TO STOP USING THE SERVICE, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL GALA-NET, ITS LICENSORS OR ITS AFFILIATES BE LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE OR USE OF GAME SOFTWARE. MOREOVER, IN NO CASE SHALL GALA-NET'S OR ITS LICENSORS', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "GALA-NET AFFILIATES") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO GALA-NET FOR THE SERVICE. FURTHERMORE, IN NO CASE SHALL GALA-NET, ITS LICENSORS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF PROFITS, DATA, USE, GOODWILL, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSS) ARISING FROM YOUR USE OF THE SERVICE, GAME SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OR MEMBERSHIP WITH GPOTATO, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT GALA-NET OR ANY GALA-NET AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, GALA-NET'S AND GALA-NET AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. GALA-NET DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SERVICE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### 7. LINKS WITH OTHER SITES

For the convenience of our users, the Website provides certain links to web sites provided by third parties. Gala-Net is not responsible for the content of any other web site linked to or from the Website. If you link to another site, you leave the Website and you do so entirely at your own risk. Gala-Net provides links from the Website to other sites solely as a convenience to you and in no way should this be interpreted as a referral or endorsement of any content, sponsor or owner of any other site. GALA-NET DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS EXPRESS OR IMPLIED AS TO ANY SUCH LINKED SITE, INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED SITE.

#### 8. INDEMNIFICATION

Upon request by Gala-Net, you agree to defend, indemnify and hold harmless Gala-Net and its licensors, affiliates, employees, officers, and directors from all claims for liabilities, losses and expenses, including reasonable attorneys' fees, from third parties arising from any breach of these Terms of Service or in connection with your transmission of any Content on gPotato. Gala-Net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to Gala-Net in that matter. The obligations set forth herein shall survive termination of this Agreement.

#### 9. GOVERNING LAW

This Website is operated and controlled from Gala-Net's offices in San Jose, California, U.S.A. It can be accessed from various countries of the world. The laws of the State of California, without regard to conflicts of law provisions, will apply to all matters arising out of or in connection with the Website and your connection to and use of the Website and/or Services. By accessing or using the Website and/or Services, you submit and consent to the exclusive jurisdiction of state and federal courts in Northern California with respect to any dispute or cause of action arising out of or in connection with these Terms of Service and/or your use of the Website or Service.

#### 10.VOID WHERE PROHIBITED

Gala-Net makes no representation or warranty that any material on the Website, Service or any Content is lawful in every jurisdiction from which such content can be accessed, or is available for use in all jurisdictions. If you access or use the Website or the Services from a jurisdiction outside the State of California you are responsible for compliance with all applicable local laws.

#### 11.MISCELLANEOUS

If any provision of these Terms of Service is held to be invalid or unenforceable, that provision will be deemed to be restated to reflect as nearly as possible the original intention in accordance with applicable law, and the remainder of the Terms of Service will remain in full force and effect. These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Gala-Net. The failure of party to assert any right under these Terms of Service shall not be considered a waiver of that party's right will remain in full force and effect. In addition, these Terms of Service and the Privacy Policy, including Gala-Net's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person. These Terms of Service and all related documents are written and shall be interpreted in the English language.

#### 12.CONTACT US

If you have any questions, complaints, or comments regarding these Terms of Service, or have other questions or suggestions about our Website, please contact us via e-mail at [info@gala-net.com](mailto:info@gala-net.com).