



Terms of Service:

Date of last revision: September, 10th, 2013

Welcome To MobiDigger

These Terms constitute a legal "Agreement". PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED. By completing the registration process on our website located at www.MobiDigger.com or any successor website thereto ("Website") OR by confirming an order via text messaging (each a "Transaction"), you (1) represent that you are at least 18 years of age or have the consent of the subscriber of a participating mobile communications carrier to sign-up for and use the MobiDigger Service on behalf of the subscriber; and (2) agree on behalf of the subscriber and yourself to be bound by the terms and conditions of this Agreement. This Website is owned by MobiDigger ("MobiDigger"). These terms of service (the "Terms of Service" or "TOS") apply to and govern your use, and any authorized use by another person, of your account, as well as your use of this Website and/or the MobiDigger Services (as hereinafter defined, and, collectively referred to as the "Service"). Your use of the Website and text messaging service signifies your agreement to be bound by these Terms of Service. If you do not agree to be bound by these Terms of Service, you may not access or otherwise use the Website. In this Agreement, "you" and "your" refer to each customer (including the subscriber of a participating mobile communications carrier on whose behalf you are entering into this Agreement) and his or her agents, and "Company", "we", "us", and "our" refer collectively to MobiDigger. This Agreement explains our obligations to you, and your obligations to us in relation to the Service. This Agreement is subject to change by MobiDigger in its sole discretion at any time, with or without notice. Your continued use of this Site or the Service after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the beginning of this Agreement to determine when the Agreement was last revised. Please contact us at support@mobidigger.com with any questions regarding this Agreement.

Eligibility

Membership in the Service is void where prohibited. The Service is intended solely for users who are sixteen (16) years of age or older. Any registration with, use of, or access to the Service by anyone under 16, is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service, you represent and warrant that you are 16 or older, and that you agree to and to abide by all of the terms and conditions of this Agreement.

1. Description of MobiDigger Service

Company provides text message based Services such as mobile addresses, chats, games, trivia, voting, and other community data via the internet, SMS, MMS and voice. You acknowledge and agree that the Service is for your personal use on the mobile device designated during the registration process.

2. Registration, Fees and Access to Service

(a) Access to the Service. In order to use the Service, you must have a mobile communications subscription with a participating carrier or otherwise have access to a mobile communications network for which Company makes the Service available as well as any carrier services necessary to send text messages, and pay any service fees associated with any such access and carrier services. In addition, you must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service. Any equipment or software causing interference shall be immediately disconnected from the Service and Company shall have the right to immediately terminate this Agreement. If any upgrade in or to the Service requires changes in your equipment or software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Service, including the release of new products and services, shall be subject to the terms and conditions of this Agreement. (b) Subscription Based mobile addresses. Company offers certain of its mobile addresses (Diggernames; nicknames) on a renewable subscription basis depending on the MobiDigger plan you choose (the "Subscription Plan"). The details of the plans, such as addresses available as part of a particular Subscription Plan, the renewal period of a particular Subscription Plan, etc., are available here, and are incorporated into this Agreement by this reference and form part of the terms of this Agreement. (c) Transaction based services. The company offers certain virtual products, such as ringtones, games, wallpapers etc. for a fixed dollar amount. (d) Fees and Standard Charges. The amount of transaction fees or monthly fees for a Subscription Plan are identified and available here. In addition to any alternative billing or premium charges, standard text message rates charged by the wireless carrier will apply. Unless otherwise

indicated, the premium charges shall be invoiced on the bill from your participating mobile communications carrier. Alternative billing charges will apply on the service providers bill, such as PAYPAL, VISA, MASTERCARD, AMERICAN EXPRESS or other service providers you might use. (e) Registration Data. If you opt to register for the Service on our Website, you agree to: (i) provide true, accurate and complete information about yourself as prompted by the registration form ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If Company has reasonable grounds to suspect that the Registration Data is untrue, inaccurate or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You acknowledge and agree that we may rely on the Registration Data to send you important information and notices regarding your account and our Services. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including, but not limited to, your failure to receive critical information about the Service or your account. You further agree that we (ourselves or through third party service providers) are authorized to verify such Registration Data. (f) Username and Password. If you opt to register for the Service on our Website, you may be required to establish an account and obtain a username and password. You authorize us to process any and all account transactions initiated through the use of your username and password. You are solely responsible for maintaining the confidentiality of your username and password and must immediately notify us of any unauthorized use of your username and password. You acknowledge and agree that you are responsible for any unauthorized activities, charges and/or liabilities made through the use of your username and password. In no event will we be liable for the unauthorized use or misuse of your username and/or password. Company may need to change usernames and reserves the right to do so for any reason. You will be informed if this is necessary. (g) Access without Registration. Company may provide you with access to some Services without you registering as a user, such as sign-up via SMS. In each such case your identification is based on means of identification that we deem appropriate, such as your mobile telephone number. (h) License to Download(s). You acknowledge and agree that the Download(s) made available as part of the Service are owned by Company, its affiliate and/or licensors, as applicable, and are protected by intellectual property laws. Company hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable, revocable right and license to download and use the object code version of the Download(s) and the Service on a designated compatible mobile device solely for your own personal non-commercial use. You further acknowledge and agree that you may not reproduce, modify, perform, transfer, distribute, sell, create derivative works of or otherwise use or make available the Download(s) except as expressly provided in this Agreement. No license is granted to you by this Agreement in the human readable code, known as the source code, of the mobile entertainment content downloaded on your mobile device, and no rights are granted to you by this Agreement in any patents, copyrights, trade secrets, trademarks or any other rights in respect of the mobile entertainment content downloaded on your mobile device. This Agreement will terminate immediately, without notice, if you fail to comply with any term or condition of this Agreement. Upon a termination of this Agreement, you agree to immediately remove all downloaded mobile entertainment content from your wireless communications device. (i) Interruptions or Discontinuation of Service. Company may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in Company's sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. (j) Third Party Products and Services. We may make available or provide access to products and services of independent third parties either directly or via links to websites operated by such third parties. Such products or services shall be purchased and/or obtained directly from such third party. You acknowledge and agree that COMPANY SHALL NOT BE A PARTY TO, OR IN ANY WAY RESPONSIBLE FOR, ANY TRANSACTION CONCERNING PRODUCTS OR SERVICES MADE AVAILABLE FROM SUCH THIRD PARTIES OR FOR ANY CONTENT OR INFORMATION PRESENTED IN CONNECTION WITH ANY PRODUCTS OR SERVICES OF THIRD PARTIES.

3. Privacy

We care about the privacy of our Users. [Click here](#) to view our Privacy Policy. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

4. Trademarks

Except for your User Content (as defined below), the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "Company Content"), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of Company and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Company Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited. You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

5. User Conduct

You understand that the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including Intellectual Property Rights (as defined below); or contain libelous, defamatory or otherwise unlawful material. Use of the Service may be prohibited or restricted in some countries. You understand and agree that you are responsible for compliance with any such foreign laws. In addition, you agree not to use the Service or the Site to:

- harvest or collect email addresses, phone numbers, usernames (Diggernames) or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, publish, display, transmit, share, store, link to, or otherwise make available (hereinafter, "post") any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- post any videos other than those of a personal nature that: (i) are of you or your friends, (ii) are taken by you or your friends, or (iii) are original art or animation created by you or your friends;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- post any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- post any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- post content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.;
- post content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

Without limiting any of the foregoing, you also agree to abide by our MobiDigger Code of Conduct that provides further information regarding the authorized conduct of users on MobiDigger.

6. User Content Posted on the Site

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, listings, and other content (collectively the "User Content") that you post on or through the Service or the Site, or transmit to or share with other users and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You may not post User Content on the Site or Service that you did not create or that you do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including without limitation User Content that in the sole judgment of the Company violates this Agreement or the MobiDigger Code of Conduct, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company. When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with

the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content. You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Company reserves the right, but is not obligated, to reject and/or remove any User Content that Company believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction. Company takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Company is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Company shall not be liable for any damages you allege to incur as a result of such User Content.

7. User Submissions and Conduct

As a MobiDigger account holder you may create audio, video, and image content via webcam and other audio and video transmission and recording means ("User Content") and textual content ("User Comments"). User Content and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, MobiDigger does not guarantee any confidentiality with respect to any User Submissions. For clarity, you retain all of your ownership rights in your User Content. However, by submitting User Content to MobiDigger, you hereby grant MobiDigger a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Submissions and your name, voice, and/or likeness as contained in your User Submissions, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service or MobiDigger's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the MobiDigger Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the MobiDigger Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the MobiDigger Service. You understand and agree, however, that MobiDigger may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Submissions are perpetual and irrevocable.

8. Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and

policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

9. DMCA Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Company: MobiDigger
Address: 465 Fairchild Drive, Suite 223
Telephone: +1 866 359 0998 (toll free)
Fax: Sorry, no Fax
Email: support@mobidigger.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Share Service

Company offers a feature whereby users of the Site can share with others or post to their own member profile, videos and other Third Party Applications, Software or Content from, and/or links to, Third Party Sites through the Service (the "Share Service"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Applications, Software or Content shared through the Share Service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

11. Use of Share Links by Online Content Providers

Subject to the terms and conditions of these Terms of Use, Third Party Sites that meet the requirements set forth below may place a Share Link (as described below), in the form approved by Company, on pages of their web sites to facilitate use of the Share Service. A Third Party Site that posts a Share Link on its web site is referred to herein as an "Online Content Provider" and shall abide and be subject to the applicable sections of these Terms of Use. A "Share Link" is a button and/or a text link appearing on an Online Content Provider's web page that, upon being clicked by a user, enables us to launch a sharing mechanism through which users can share with others or post to their own member profile, links and content from that page. In the event that the Share Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of the Company, Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Share Link on Online Content Provider's site and solely in the current form provided by the Company. In the event that the Share Link is a text link, it must include the word "MobiDigger" as part of the link. The rights granted in this paragraph may be revoked by Company at any time with or without cause in its sole discretion, and upon such termination, Online Content Provider agrees to immediately remove all Share Links from its site. In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain any web content that if shared or posted by a user would be a violation of the User Conduct rules set forth above. Without limiting the foregoing, Online Content Provider agrees not to post a Share Link on any web site that contains, and represents and warrants that such web site does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its users to any harm or liability of any type. Upon including of a Share Link, Online Content Provider agrees to defend, indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Share Link,

any links, content or other items or materials which may be shared or posted through such Share Link, or any breach or alleged breach of the foregoing representations and warranties. By including a Share Link, Online Content Provider automatically grants, and represents and warrants that it has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use the Share Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarize, and distribute the content, links and other materials of any kind residing on any web pages on which Online Content Provider places the Share Link.

12. Indemnification

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

13. Termination and Cancellation of Services

To cancel your Subscription delete your account in your account section on the website or or send an e-mail to cancellation@MobiDigger.com with your phone number and your username and 'cancel' in the body of the text.. To stop receiving messages, send a text message with the text "DELETE" followed by a space and the username (Diggername) to 32075 or such other number as may be designated on our Website. The termination shall become effective at the end of the billing period in which you gave your notice of termination. To find out review information about the service and contact MobiDigger, please see the FAQ and/or contact section on the website. You agree that Company, at its sole discretion, may at any time terminate your use of the Service and Subscription Plan(s) or individual services provided via the Service and/or change its content offering made available through the Service, if Company believes that you have violated or acted inconsistently with this Agreement. You agree that upon termination of your access to the Service under any provision of this Agreement, Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Service. If you cancel your account or Subscription Plan for any reason, Company will not refund any of your fees paid to date, except as expressly provided in this Agreement.

14. Loyalty Points, Rewards, Coupons and Virtual Gifts

Loyalty points ("MobiDigger Points"), rewards, coupons and virtual gifts are offered at the discretion of MobiDigger. MobiDigger has the right to terminate the program or to change the program rules, regulations, benefits, conditions of participation in whole or in part, at any time without notice, even though changes may affect the value of the points already accumulated. MobiDigger may, among other things, withdraw, limit, modify or cancel any reward; increase the points required for any award; or limit the number of awards available. Customers may not rely upon the continued availability of an award, and customers may not be able to obtain all offered awards. Participation in the loyalty points and rewards program (the "Program") is subject to any terms and conditions, rules, regulations, policies, and procedures ("Program Rules") that MobiDigger may, at its discretion, adopt from time to time. MobiDigger has the sole right to interpret and apply the Program Rules. Any failure to follow Program Rules, any abuse of Program privileges, any conduct detrimental to the interests of MobiDigger or its community, or any misrepresentation of any information furnished to MobiDigger by any customer, may result in the termination of his or her account, the cancellation of accumulated MobiDigger Points and/or awards. MobiDigger reserves the right to audit any and all accounts at any time for compliance with the Program Rules, without notice to the customer. In the event that an audit reveals discrepancies or possible violations, the processing of award redemption requests may be delayed pending completion of the audit. Each customer shall be responsible for remaining knowledgeable as to the Program Rules and the amount of points in his or her account. Each customer shall be responsible for advising MobiDigger of any change of customer account information such as mobile phone number and e-mail address and MobiDigger shall have no liability for misdirection of communications or any consequences thereof. The accumulation of points and the redemption of awards are subject to specific Program Rules enacted by MobiDigger. No points or awards earned or granted under the Program may be transferred or assigned to others.

(a) Prohibition of sale or barter. The sale or barter of any such points or benefits other than by MobiDigger is expressly prohibited. Account activity and point accumulation. Any customer who has failed to earn points for 3 months or 90 days in the Program may lose all accumulated points. Effective December 31st., 2009 points will expire if there is no account activity for 3 months. "Account activity", for purposes of these Program Rules, shall be deemed to occur when a customer accumulates new points by participating in a MobiDigger interactive service that awards points.

(b) Points expiration. Points accumulated in a customer's account shall be maintained in the account until it is redeemed for an award or until it expires, whichever occurs first. Currently, points expire after 3 months of no activity.

(c) Award redemption. The awards available to be redeemed and the amount of points necessary to redeem each award will be set by MobiDigger. MobiDigger shall establish the process for award redemption, but redemption shall basically mean the exchange of points in a customer's account for a specified award through the MobiDigger

website.

(d) The award structure is subject to modification, cancellation or limitation at MobiDigger.s discretion, without notice. The amount of points required to redeem any award may be substantially increased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. The accumulation of points does not entitle Program customers to any vested rights with respect to any awards or the Program.

(e) No Refunds. You may cancel your account or cease participation in the Program at any time; however, there are no refunds for cancellation or for cessation of participation in the Program. As permitted under the terms of this Agreement, Company has the right at any time for any reason or no reason to suspend or terminate your account, terminate this Agreement, and/or refuse any and all current or future use of the Service without notice, refund, obligation, or liability to you. In the event that Company suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any MobiDigger Points, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. You acknowledge that Company has the perpetual and irrevocable right to delete any or all of your content and data (including but not limited to your MobiDigger Points) from Company's servers and from the Service, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to you or any other party. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO MOBIDIGGER POINTS OR OTHER SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT THESE DATA, AND ANY OTHER DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON COMPANY'S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN COMPANY'S SOLE DISCRETION. COMPANY DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY SUCH DATA RESIDING ON COMPANY'S SERVERS.

(f) YOU UNDERSTAND AND AGREE THAT COMPANY HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE IN WHOLE OR IN PART ANY CONTENT RELATED TO THE SERVICE, INCLUDING WITHOUT LIMITATION DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON COMPANY'S SERVERS, AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND.

(g) International Users. Participation in the Program may be prohibited or restricted in some countries. You understand and agree that you are responsible for compliance with any such foreign laws.

15. Additional Representations and Warranties

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with your User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

(a) You are at least 18 years of age, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

(b) You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

(c) Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.

(d) Company may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

16. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE COMPANY SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR

USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. The Service is controlled and operated from its facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

18. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction.

19. General

(a) Governing Law. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and Company that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in a place chosen by the company - Mobidigger is a Delaware corporation -, unless submitted to arbitration as set forth in the following paragraph.

(b) Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Notification Procedures. Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

(d) Entire Agreement/Severability. This Agreement, together with any other legal notices and agreements published by Company via the Service, shall constitute the entire agreement between you and Company concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(e) No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

MobiDigger, Inc.
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