

FLIPITURE INC. PIXT STANDARD TERMS OF SERVICE

The effective date of these Flipiture, Inc. Terms of Service is September 21, 2011.

1. ACCEPTANCE OF TERMS

Thank you for using Flipiture's PIXT innovative applications and websites. Flipiture provides the Flipiture PIXT applications and services as made available and updated from time to time through the Flipiture and Pixt sites (as defined below) (the "Service") to you, subject to acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on www.Flipiture.com or www.Pixt.com and any other websites launched by Flipiture (collectively, the "Flipiture Site") by Flipiture (collectively, these "Terms").

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE FLIPITURE SITE OR USE THE SERVICE. BY VIEWING OR USING ALL OR ANY PART OF THE SERVICE OR THE FLIPITURE SITE, OR DOWNLOADING ANY MATERIALS OR BY COMPLETING THE REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS.

We reserve the right to modify these Terms at any time by posting a notice on the Flipiture Site or by sending you a notice via email or postal mail. Your viewing or using all or any part of the Service or the Flipiture Site constitutes your assent to such modifications. You shall be responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective immediately upon first posting or notification.

2. SUBSCRIPTION AGREEMENT

By clicking the "I accept" button, or by using the Flipiture PIXT service or continuing to use the Flipiture PIXT service this service agreement is valid and in effect. Flipiture and you ("You" or the "Customer") fully agree to the following terms and conditions. You represent that you are 18 years of age or older and have the legal power and authority to enter into this agreement. If you are signing up to use Flipiture's various products and services on behalf of a company, you represent that you have complete authority to bind the company to the terms governing the use of the Flipiture services, and the term "Customer" means your company and all of its employees. If you do not agree to the terms of this agreement, or if

you do not have the authority, then you must select the “I decline” button and will not be given access to use any Flipiture service.

Customer and Users

The term “Customer” shall mean the individual or legal entity identified to Flipiture during registration for any Flipiture product or service via any Flipiture web site. The term “User” and “Users” shall mean an individual, and if the Customer is representing a business, the term shall also encompass its employees or agents, who access the Service established by the Customer.

Billing Period and Payment Method for Flipiture Services

Flipiture charges and collects fees in advance for certain products and services. If the Customer selects a Flipiture product or service that is available on the annual subscription plan, the Customer acknowledges, and agrees that the Service will be provided on a twelve (12) months basis on a twelve (12) month term. A recurring billing charge will be automatically issued to the Customer at the end of twelve (12) months for the applicable license fees consistent with the subscription plan selected by the Customer. Payment shall be by credit card or via ACH Debit in U.S. Dollars. The Customer agrees to pay the applicable subscription license fees for its account in accordance with the license fees and billing terms in effect at the time the fees are due and payable. The subscription license fees are nonrefundable whether or not any, or all, of the applicable User Licenses are actively used for the Service during the payment year.

License Fee Per User

The Customer acknowledges, and agrees, that all fee-based services are billed on a license fee per User basis. A billable User shall constitute any and all active User IDs setup in the Customer’s account. Flipiture reserves the right to change the license fee and usage policies, and to introduce new charges at any time, upon a minimum prior notice to the Customer of at least thirty (30) days.

Total User Licenses

Total User Licenses represents the total number of users who may access the Flipiture Service using the Customer’s account. The Total User Licenses are initially established, and contracted for, during the sign-up process, and subsequently may be increased, or decreased, using the User setup procedures within the Flipiture service. The

Customer acknowledges, and agrees, that increases in the number of User Licenses will be charged at the current License Fee Per User rate and become billable immediately, and that decreases in the number of User Licenses will become effective during the next Customer billing cycle. A billable User shall constitute any and all active User IDs setup in the Customer's account. The Customer also acknowledges that it has the responsibility to contact Flipiture of any decreases in the number of User Licenses prior to the next Customer's billing cycle.

Local and State Taxes

Billing amounts are exclusive of all taxes, levies, or duties that may be imposed by taxing authorities having jurisdiction over the Customer's access location. Due to the mobility of access to the Flipiture Service, the Customer acknowledges, and agrees, to be responsible for the payment of such taxes, levies, or duties, if any.

Billing Errors

The Customer must contact Flipiture in writing (including email) within 30 days of receiving an invoice or billing receipt containing the amount in question in order to be eligible to receive a credit or adjustment. The Customer's continued use of any Flipiture product or service after any contacting Flipiture's customer service department may invalidate any claim for credit or reimbursement of charges. Flipiture provides services on both "flat rate" and unlimited use plans. The maximum credit that a Customer shall be entitled shall be determined by Flipiture Support Services.

Renewal of Service Agreement

The Customer acknowledges, and agrees, that this Service Agreement is an annual agreement and shall automatically renew at the end of each designated period unless either party requests a change to the Agreement or its termination.

Non-Payment

In the event the Customer account becomes overdue, Flipiture reserves the right to suspend the Flipiture Service provided to the Customer unless alternative arrangements have been agreed to in advance in writing. The Customer acknowledges, and agrees, that suspension of the account will deny the Customer, and all users accessing the Flipiture Service using the Customer account, access to the Flipiture Service until delinquent accounts are paid in full. In addition to the rights granted herein, Flipiture

reserves the right to terminate this Agreement in accordance with the terms and conditions of this Agreement. In the event the Customer stops or voids any payment to Flipiture, claims a credit for credit card payments for Flipiture Services already used, or in any way impedes Flipiture's ability to collect funds for Services already rendered, Flipiture shall be entitled to interest in the amount of 1.5% per month, plus Flipiture shall be entitled to recovery of all collections costs and attorney's fees.

Termination of Service Agreement

The Customer or Flipiture may terminate this Service Agreement by notifying the other party via the Flipiture Cancellation process at any prior to the beginning of the next billing cycle. Upon termination of the Service Agreement for any reason, the Customer, and all users accessing the Flipiture Service using the Customer account, will immediately cease all use of the Flipiture Service. After termination, Flipiture will save and store all data in the Customer account unless the Customer chooses to delete all Customer information. Flipiture will reactivate the Customer data available to the Customer if the Customer decides to reactivate the Customer account by paying Flipiture License fees. The Customer acknowledges, and agrees, that Flipiture is not obligated to retain the Customer data.

Customer Support

Flipiture, or its designee(s), shall provide Email support during normal business hours (9:00 AM to 5:00 PM Pacific Standard Time) Monday-Friday, except on holidays. Flipiture can be contacted via customersupport1@pixt.com

3. THE FLIPITURE SERVICE

Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to these Terms. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

Subject to the restrictions on use and on posting set forth in this Agreement, you may: use the Flipiture Site to share Content with other Flipiture users; search the Flipiture Site Content; forward Content to people you know, whether or not they are existing Flipiture users; invite people you know to join Flipiture; and upload, download or copy the

portions of the information, data, text, sound, photographs, graphics, video, messages, and other materials available via the Service, and other items displayed on the Flipiture Site (“Content”), for your own use. You may not copy or distribute any portion of the Flipiture Site and/or the Service for any purpose not authorized above without the express written permission of Flipiture. Flipiture does not control the Content posted by third parties via the Service, including the content of any messages or reviews, and does not guarantee the accuracy, integrity or quality of such Content. **YOU UNDERSTAND THAT BY USING THE SERVICE YOU MAY BE EXPOSED TO CONTENT THAT IS OFFENSIVE, INDECENT, OR OBJECTIONABLE. UNDER NO CIRCUMSTANCES WILL FLIPITURE BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT. YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL LAWS APPLICABLE TO THE CONTENT YOU SUBMIT VIA THE SERVICE. YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE CONTENT, INTEGRITY, AND ACCURACY OF SUCH CONTENT..** Flipiture reserves all rights with respect to the Service and the Flipiture Site not expressly specified herein.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register as a member of Flipiture or use the Flipiture Site and the Service. If you are under the age of 18 or the applicable legal age in your jurisdiction, you can use the Service only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms. If you are under the age of 13, you may not use the Services unless your parent or guardian has provided verifiable parental consent to the collection, use and/or disclosure of personal information pursuant to our Privacy Policy, which is located at <http://www.PIXT.com/privacy/>. If you do not so qualify, you may not use the Service or the Flipiture Site. Membership in the Service is void where prohibited by applicable law, and the right to access the Flipiture Site is revoked in such jurisdictions. By using the Flipiture Site and/or the Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions set forth herein. The Flipiture Site is administered in the US and intended for US users; any use outside of the US is at the user’s own risk and users are responsible for compliance with any local laws applicable to their use of the Service or the Flipiture Site.

REGISTRATION OBLIGATIONS

In consideration of use of the Service and the Flipiture Site, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Flipiture has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Flipiture 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 understand and agree that the Service may include certain communications from Flipiture, such as service announcements, administrative messages, newsletters, etc., and that these communications are considered part of Flipiture membership and (except as prohibited by applicable law) you will not be able to opt out of receiving them.

5. FLIPITURE PRIVACY POLICY

For information regarding how we treat personal information of our users, please see Flipiture's current, full privacy policy at <http://www.PIXT.com/privacy/>, which is incorporated in its entirety into these Terms by this reference.

6. USER CONDUCT

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not Flipiture, are entirely responsible for all Content that you upload, post, or otherwise transmit via the Service. This also means that you are entirely responsible for, among other things, (a) ensuring that you have all obtained all necessary legal rights to upload, post, or otherwise transmit Content via the Service (and to grant Flipiture the license to such Content set forth in Section 7 below), and (b) that any Content that you upload, post, or otherwise transmit via the Service complies in all respects with the Terms. Flipiture does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such Content, including but not limited to business endorsements and commentary. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable.

In your use of the Service or the Flipiture Site, you agree not to:

1. Upload, post, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. Harm minors in any way, or seek or recommend providers of material that exploits people under the age of 18 in a sexual or violent manner, or seek or recommend providers that solicit personal information from anyone under 18;
3. Post information that is pornographic or sexually explicit in nature;
4. Post false or intentionally misleading information;
5. Provide any posted Content that falsely expresses or implies that such Content or material is sponsored or endorsed by Flipiture;
6. Provide any posted Content that is unlawful or that promotes or encourages illegal activity;
7. Impersonate any person or entity, including, but not limited to, a Flipiture official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
8. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
9. Upload, post, or otherwise transmit any Content that you do not have a legal right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
10. Upload, post, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, trade secret, or other proprietary rights of any party, or remove any copyright, trademark, or other proprietary rights notice contained in the Flipiture Site, the Service, or in any Content;
11. Upload, post, or otherwise transmit any material that contains software viruses, worms, defects, Trojan Horses or any other computer code, files, or programs of a destructive nature designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
12. Interfere with or disrupt the Service or the Flipiture Site or servers or networks connected to the Service, use any device, software, or routine that interferes with the proper working of the Service or the Flipiture Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
13. Intentionally or unintentionally violate any applicable local, state, national, or international law;
14. "Stalk" or otherwise harass another user, individual, or merchant;

15. Collect, harvest, or store personal data about users, or members for any reason;
16. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Flipiture Site and/or Service;
17. Create or submit unwanted email or messaging (“Spam”) to any other Flipiture user or otherwise interfere with the enjoyment of other Members or Users of the Flipiture Site or the Service;
18. Modify, adapt, sublicense, translate, sell, decompile, disassemble, or reverse engineer any portion of the Flipiture Site and/or the Service;
19. Access, retrieve, or index any portion of the Flipiture Site and/or Service for purposes of constructing or populating a searchable database of business reviews;
20. Reformat or frame any portion of the web pages that are part of the Flipiture Site and/or Service;
21. Create user accounts by automated means or under false or fraudulent pretenses;
22. Use of the Flipiture Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, or take any action that imposes or may impose, in Flipiture’s sole discretion, an unreasonable or disproportionately large load on Flipiture’s IT infrastructure; or
23. Copy or store any Content offered on the Flipiture Site for other than your own use.
24. You understand and agree that Flipiture may review and delete any posted Content that in the sole judgment of Flipiture violates these Terms or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Flipiture Site and/or other website users.
25. In addition, you agree that all hyperlinks and other offers comprising the Service (e.g., hyperlinks provided in connection with Flipiture’s RSS feeds) may not be modified from the original form in which such hyperlinks and other offers are generally made available by Flipiture.

7. THIRD PARTY PROMOTIONAL PRICING

If you as a merchant use the promotional pricing feature to provide consumers with deals through the Flipiture Site and platform, you represent and warrant to Flipiture that you have authority to offer such a deal and promise to honor the terms of that deal as they are presented to the consumer through the Flipiture Site and platform. Without limitation of other representations, warrants, and indemnities elsewhere within these Terms, you specifically agree to indemnify Flipiture against any claims by users of the service that the terms of a coupon or other offered deal were not honored.

8. CONTENT SUBMITTED TO FLIPITURE

Flipiture does not claim ownership of the Content you place on your Flipiture Site. By uploading, submitting or otherwise disclosing or distributing content of any kind on the Flipiture Site or otherwise through the Service, you:

Grant to Flipiture, its affiliates and their assignees the perpetual, irrevocable, fully assignable, non-exclusive, royalty-free right to use, reproduce, display, perform, adapt, modify, re-format, distribute, make derivative works of, and otherwise exploit such Content in any form for the purpose of providing the Services, including without limitation, any concepts, ideas, or know-how embodied therein;

Represent and warrant to Flipiture that you own or otherwise control all rights to such Content (including the ability to grant Flipiture this license) and that disclosure and use of such Content by Flipiture (including without limitation, publishing Content at the Flipiture website) will not infringe or violate the rights of any third party; and

Acknowledge that the Content may not be treated confidentially.

You agree not to provide Flipiture with any confidential or proprietary information that you desire or are required to keep secret.

You acknowledge that Flipiture does not pre-screen Content, but that Flipiture and its designees shall have the right (but not the obligation) in their sole discretion to remove or block access to any Content that is available via the Service. Without limiting the foregoing, Flipiture and its designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable (in Flipiture's sole discretion). You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

9. PAYMENTS TRANSACTIONS

Whenever you enter into a payments transaction on the Flipiture Site, you agree to provide Flipiture with accurate, complete, and current credit card information for a credit card that you are authorized to use. You agree that all transactions are non-cancelable and non-refundable as expressly set forth in Section 2.

10. INDEMNITY

You agree to indemnify and hold Flipiture, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) Content posted, uploaded, or otherwise transferred by you, (b) your use of the Service, (c) your connection to the Service, (d) your violation of these Terms, or (d) your violation of any rights of another.

11. MODIFICATION AND TERMINATION

You agree that Flipiture may, in its sole discretion and without notice, terminate your password, your use of the Service, the Flipiture Site or use of any other aspect of the Service, and remove and discard any Content within the Service or the Flipiture Site, for any reason, including, without limitation, for lack of use or if Flipiture believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Flipiture may also, in its sole discretion and at any time, discontinue providing or modify the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and you acknowledge and agree that Flipiture may immediately deactivate or delete your pages on the Flipiture Site and all related information and files in your pages on the Flipiture Site and/or bar any further access to such files or the Service. Further, you agree that Flipiture shall not be liable to you or any third-party for any modification of the Service termination of your access to the Service.

12. ADVERTISEMENTS

Flipiture reserves the right to run advertisements and promotions on the Flipiture Site. By creating your pages on the Flipiture Site, you agree that Flipiture has the right to run such advertisements and promotions. The manner, mode, and extent of advertising by Flipiture on your Flipiture Site are subject to change in the sole discretion of Flipiture.

13. COUPONS, DEALS, AND PROMOTIONS

Your correspondence or business dealings with, or participation in promotions of, merchants or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant or advertiser. **YOU AGREE THAT FLIPITURE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE**

RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SERVICE.

14. LINKS

The Service and the Flipiture Site may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Flipiture has no control over such sites and resources, you acknowledge and agree that Flipiture is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. YOU FURTHER ACKNOWLEDGE AND AGREE THAT FLIPITURE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH SITE OR RESOURCE.

15. FLIPITURE PROPRIETARY RIGHTS

You agree that all Content and materials delivered via the Service or otherwise made available by Flipiture are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Flipiture in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or Content. However, you may print or download a reasonable number of copies of the materials or Content at the Flipiture Site for your internal business purposes; *provided, however,* that you retain all copyright and other proprietary notices contained therein. Systematic retrieval of data or other Content from the Flipiture Site to create or compile, directly or indirectly, a collection, database or directory without written permission from Flipiture is prohibited. Any third party that contacts our users for commercial reasons, including to sell them products or services, is in violation of these terms and each individual violation is subject to Three Thousand Dollars (\$3,000) in penalties per instance.

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You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Flipiture grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer; *provided, however*, that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Flipiture for use in accessing the Service. Flipiture hereby reserves all rights not otherwise expressly granted in this Section 14.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FLIPITURE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

FLIPITURE MAKES NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FLIPITURE OR THROUGH OR FROM THE

SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

READERS ARE ADVISED THAT FLIPITURE DOES NOT WARRANT THE SERVICES PROVIDED BY ANY SERVICE PROVIDER LISTED ON THE FLIPITURE SITE. IT IS UP TO THE PARTIES INVOLVED TO CHOOSE THE PROVIDER BEST SUITED FOR EACH CUSTOMER. FLIPITURE IS NOT INVOLVED IN THE SELECTION PROCESS.

YOU SHOULD VERIFY ALL CLAIMS AND DO YOUR OWN RESEARCH BEFORE CHOOSING A SERVICE FROM A PROVIDER IN THE FLIPITURE SITE.

17. LIMITATION OF LIABILITY

IN NO EVENT SHALL FLIPITURE (OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS, OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS, OR SERVICES, (C) DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS, OR GOODWILL, OR (D) AMOUNTS IN THE AGGREGATE GREATER THAN TEN DOLLARS (\$10), EVEN IF FLIPITURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

WE DO NOT CONDUCT BACKGROUND CHECKS OR OTHERWISE SCREEN THE MEMBERS REGISTERING TO THE SERVICE IN ANY WAY. AS A RESULT, WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, AND/OR CONSEQUENTIAL, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF COMMUNICATING AND/OR MEETING WITH OTHER MEMBERS OF THE SERVICE, OR INDIVIDUALS INTRODUCED TO YOU VIA THE SERVICE. SUCH DAMAGES INCLUDE, WITHOUT LIMITATION, PHYSICAL DAMAGES, BODILY INJURY, AND OR EMOTIONAL DISTRESS AND DISCOMFORT. USERS ASSUME ALL RISK OF SUCH DAMAGES, IF ANY, THAT OCCUR AS A RESULT OF SUCH DAMAGES MEETING WITH OTHER MEMBERS

OF THE SERVICE OR THE FLIPITURE SITE OR INDIVIDUALS INTRODUCED TO YOU VIA THE SERVICE OR THE FLIPITURE SITE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO WEATHER, CONDITION OF PREMISES, NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, OR INTENTIONAL ACTS OR OMISSIONS OF MEMBERS OF THE SERVICE, INDIVIDUALS INTRODUCED TO YOU VIA THE SERVICE OR THE FLIPITURE SITE, OR OTHER THIRD PARTIES.

18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 16 MAY NOT APPLY TO YOU.

19. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on the Flipiture Site.

20. COPYRIGHT DISPUTE POLICY

Flipiture has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <http://www.lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Flipiture's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section.

Flipiture Policy.

It is Flipiture's policy to (i) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, Content providers, members or users; and (ii) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements

If you believe that material or Content residing on or accessible through the Flipiture Site or Service infringes a copyright, please send a notice of copyright infringement containing the following information to the

Designated Agent listed below (“Proper Bona Fide Infringement Notification“):

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Identification of works or materials being infringed;

Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Flipiture is capable of finding and verifying its existence;

Contact information about the notifier including address, telephone number and, if available, email address;

A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Upon Receipt of a Bona Fide Infringement Notification

Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is Flipiture’s policy:

to remove or disable access to the infringing material;

to notify the Content provider, member or user that it has removed or disabled access to the material; and

that for repeat offenders, Flipiture will also terminate such Content provider’s, member’s or user’s access to the service.

Procedure to Supply a Counter-Notice to the Designated Agent

If the Content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner’s agent, or pursuant to the law, the Content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

A physical or electronic signature of the Content provider, member or user;

Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;

A statement that the Content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and

The Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the Content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Flipiture is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

Removal

If a counter-notice is received by the Designated Agent, Flipiture may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Flipiture's discretion.

Address for Designated Agent. Please contact Flipiture's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Chris Schmidt

Copyright Agent, Flipiture Inc.

769 Center Boulevard #136, Fairfax, CA 94930
Email to: notice@PIXT.com

21. GENERAL PROVISIONS

These Terms (and the documents incorporated by reference herein) constitute the entire agreement between you and Flipiture and govern your use of the Service, superseding any prior agreements between you and Flipiture (including, but not limited to, any prior versions of these Terms). These Terms and the Service contemplated hereunder are personal to you, and are not assignable, transferable or sublicensable by you except with Flipiture's prior written consent. Flipiture may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Flipiture services, third-party Content or third-party software. These Terms and the relationship between you and Flipiture shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and Flipiture agree to submit to the personal and exclusive jurisdiction of the courts located within Seattle, Washington. The failure of Flipiture to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect.

22. VENUE ONLY

If you enter into correspondence or engage in commercial transactions with third parties in connection with your use of the Flipiture Service, such activity is solely between you and the applicable third party. Flipiture shall have no liability, obligation or responsibility for any such activity. You hereby release Flipiture from all claims arising from such activity.

23. TRADEMARKS AND COPYRIGHTS

Flipiture, the Flipiture logo, and Pixt, and the Pixt logo are proprietary service marks of Flipiture Inc. ©2011 Flipiture, Inc. All rights reserved.

24. MANDATORY ARBITRATION

ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE USER AND FLIPITURE AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, OR OTHER REPRESENTATIVES, WHETHER

SOUNDING IN CONTRACT, STATUTE OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY, OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE WOULD OTHERWISE WOULD HAVE A RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected in accordance to the rules of JAMS or may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then applicable rules of the JAMS. Any required hearing fees and costs shall be paid by the parties as required by applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

THE ARBITRATOR'S DECISION AND AWARD WILL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT WITH JURISDICTION. TO ENFORCE THE ARBITRATION AWARD, THE PREVAILING PARTY IN THE ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney fees.

THIS AGREEMENT IS GOVERNED BY AND MUST BE CONSTRUED UNDER THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES AND YOU AGREE TO SUBMIT YOURSELF TO THE PERSONAL JURISDICTION OF THE COURTS IN THE STATE OF WASHINGTON.

25. BREACH OF TERMS OF SERVICE

By using the Flipiture Site and the Service, you agree that damages shall be an inadequate remedy in the event you breach these Terms and any such breach will cause Flipiture great and irreparable injury and damage. Accordingly, you agree that Flipiture shall be entitled, without waiving any additional rights or remedies otherwise available to Flipiture at law or in equity or by statute, to injunctive relief in the event of a breach or intended or threatened breach by you.

26. VIOLATIONS

Please report any violations of the Terms to us at

Admin@Pixt.com.