

Playgraph Services License Agreement

[1.0] Your use of Playgraph's products, software, and services (referred to collectively as the "**Services**" in this document) is subject to the terms of a legal agreement between you and Playgraph. "Playgraph" means Playgraph LLC, whose principal place of business is at 725 Pierside Dr, Cary, NC 27519, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

[1.1] Your agreement with Playgraph includes, at a minimum, the terms and conditions set out in this document. Collectively, this legal agreement is referred to below as the "**Terms**".

[1.2] You agree that you are solely responsible for (and that Playgraph has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Playgraph may suffer) of any such breach.

[1.3] BY DOWNLOADING, INSTALLING, USING OUR SERVICES, OR PURCHASING SERVICES RELATED TO THE SERVICES, YOU ACCEPT THE TERMS AND CONDITIONS STATED BELOW IN A LEGALLY BINDING MANNER.

[2] ACCEPTING THE TERMS

[2.0] If you are obtaining the Services as defined below on behalf of a company, you represent that you are duly authorized to represent the company and accept the terms and conditions of the agreement on behalf of the company. A legally binding contract is then formed between Playgraph and the company in accordance with the terms of this agreement. You personally agree not to commit or encourage any violation of this agreement with the company.

[2.1] If the company you represent or you (collectively "**you**") do not agree to the terms and conditions of this agreement, do not use the Services.

[2.2] In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

[2.3] You can accept the Terms by:

a. clicking to accept or agree to the Terms, where this option is made available to you by Playgraph in the user interface for any Services; or

b. by actually using the Services. In this case, you understand and agree that Playgraph will treat your use of the Services as acceptance of the Terms from that point onwards.

[2.4] You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Playgraph, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Before you continue, you should print off or save a local copy of the Terms for your records.

[3] PROPRIETARY RIGHTS AND CONDITIONS

[3.0] All right, title and interest including, but not limited to, copyright and other intellectual property rights in and to the Services (including but not limited to all html, air, swf, fla, exe, dll, graphic/image, and text files) are owned by Playgraph. Such rights are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions. Playgraph retains all rights not expressly granted herein.

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[4] YOUR PASSWORDS AND ACCOUNT SECURITY

[4.0] You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

[4.1] Accordingly, you agree that you will be solely responsible to Playgraph for all activities that occur under your account.

[4.2] If you become aware of any unauthorized use of your password or of your account, you agree to notify Playgraph immediately at apps@playgraph.com.

[5] LICENSES

[5.0] Each copy of the Services (including, but not limited to software) must have its own separate and individual license and be registered with Playgraph. You are not permitted to make copies of the Services without first purchasing the appropriate additional licenses. Individual Services licenses are only valid when registered to a single personal computer. This license does not grant any reseller privileges.

[6] DISCLAIMER OF WARRANTIES

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

[6.3] NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PLAYGRAPH OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

[6.4] PLAYGRAPH FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

[7] LIMITATION OF LIABILITY

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[7.1] THE LIMITATIONS ON PLAYGRAPH'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT PLAYGRAPH HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

[8] RETURN POLICY

[8.0] Services (including but not limited to all html, air, swf, fla, graphic/image, and text files) cannot be returned for a refund. Should you experience a problem with any purchased Service(s), Playgraph offers support to assist with any technical issues. There are no refunds on any Services that has been purchased by you or installed, downloaded, or emailed to you.

[9] SUPPORT SERVICES

[9.0] Some Services purchased from Playgraph may include limited free support (technical support, re-downloads, and free updates may be limited to 1 year from date of original qualifying purchase). Unless stated otherwise, the free support is only available through our website (<http://www.playgraph.com/apps>) or email at apps@playgraph.com. If you require more advanced technical support or require telephone assistance, additional consulting services or a support plan may be required. We reserve the right to change our support policy at any time.

[9.1] The Services which you use may automatically download and install updates from time to time from Playgraph. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new Services modules and completely new versions. You agree to receive such updates (and permit Playgraph to deliver these to you) as part of your use of the Services.

[10] INSTALLATION

[10.0] You must make every attempt to safeguard your data and other files during installation, when upgrading, or when installing an update. Playgraph does not assume responsibility for loss of data or any other losses that result from installation, upgrading, or updating of the Services. Hard disks (including but not limited to all data or files related to the Services) should be backed up on a regular basis and should always be backed up before you begin any installation tasks.

[11] GENERAL DISCLAIMER

[11.0] Playgraph neither assumes nor accepts any liability for any loss, damage, theft, misuse, malfunction, etc. of your hardware or data or anything else that you may own regardless of the cause or reason for any such misfortune. Playgraph, its officers, and employees will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party.

[11.1] You agree that if Playgraph does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Playgraph has the benefit of under any applicable law), this will not be taken to be a formal waiver of Playgraph's rights and that those rights or remedies will still be available to Playgraph.

[11.2] If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

[11.3] The Terms, and your relationship with Playgraph under the Terms, shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. You and Playgraph agree to submit to the exclusive jurisdiction of the courts located within the county of Wake, North Carolina to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Playgraph shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

[11.4] These policies, terms, and conditions may be subject to change without notice.

16 November 2010