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TERMS OF USE

Grigglings Games, Inc. ("GG") welcomes you. These Terms of Use ("TOU") apply to each visitor to and user of GG's corporate website pages (collectively the "Sites"), including you and any other unregistered users (each, a "User"). These TOU also apply to your registration for and use of all products, services, features, functionality, and all components thereof (collectively the "Services") available to registered users (collectively "Members") through the Sites. By visiting or using the Sites and/or Services you agree to the terms and conditions of these TOU. The purchase or use of Services available to Members through the Sites may also be subject to certain additional terms and conditions.

Unless stated otherwise, GG may change the TOU at any time and the changes will become effective upon posting the revised TOU (the "Effective Date"). You are responsible for checking the TOU regularly for changes and your continued use of the Sites and/or Services after the Effective Date indicates your acceptance of any changes to the TOU.

Additional operating guidelines ("Guidelines"), including without limitation, the Code of Conduct, the Privacy Policy, and the Supporter Website Policy, may be posted from time to time on GG's corporate website pages, and you agree to use the Sites and Services in accordance with the Guidelines, which are hereby incorporated by reference. GG may also offer certain other websites that are governed by the terms of use posted on such websites, in which case those terms (and not these TOU) will govern your use of such websites and any Services offered thereby.

1. Obtaining a Member Account; Subscription

a. Registration.

To become a Member and/or to access certain Services, you will need to obtain one or more accounts with GG (each an "Account" and collectively "Accounts"). To obtain an Account, you may be required to provide a date of birth, first name and last name, city, country, postal code, gender, e-mail address, password and screen name. You agree to: (i) provide accurate, current and complete information about you as may be prompted by any registration forms for the Services ("Registration Data"); and (ii)

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maintain and promptly update the Registration Data, and any other account-related information you provide to GG.

b. Password.

When you sign up for each of your Accounts, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of each of your passwords, and you agree to maintain the security of your passwords. You agree not to use the account, screen name, or password of another Member at any time, and agree to notify GG immediately if you suspect any unauthorized use of your Accounts or access to your password. You are solely responsible for any and all use of your Accounts.

c. Eligibility.

Membership in and use of the Services is void where prohibited. By registering as a Member and using the Services, you represent and warrant that: (i) all Registration Data that you submit is truthful and accurate; (ii) you are thirteen (13) years old or older; and (iii) your use of the Services does not violate, and you will not use the Services to facilitate the violation of, any applicable law or regulation, the TOU, or any Guidelines. Your profile may be deleted and your Membership may be terminated without warning if we believe that you are under thirteen (13) years old. Please note that the purchase or use of certain Services may have different eligibility requirements, including higher minimum age requirements, as specified in any additional terms governing such Services.

2. Use of Sites and Services

a. Profiles and User Content.

Please choose the User Content (defined in Section 7 below) you post on the Sites and that you provide to other Users carefully. Your profile page and any User Content you post on the Sites may not include telephone numbers, or street addresses unless You are a hobby-game retail store, one of GG's authorized distributors or wholesalers, or an authorized GG Authorized Supporter Game Club (subject to Section 9 of these TOU), and any text, photographs or other images containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter, or any content restricted under the Code of Conduct. GG reserves the right to edit or remove your profile page and/or restrict, suspend, or terminate your membership or access to the Sites or the Services, in its sole discretion.

b. Alpha/Beta Testing.

The Services include any alpha or beta testing or other evaluation or use of products or services, features, functionality, and all components thereof (whether in final or prerelease form) that we may conduct ("Testing"). Except to the extent otherwise provided in another agreement between you and GG, your participation in any Testing and use of any content, information, or other materials in connection with such Testing shall be subject to this TOU.

c. Interactive Services.

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The Services may include blogs, "wiki" features that allow certain text, images, designs, logos, video, sound, code, data, and other materials and information, as well as the selection and arrangement thereof, available through the Sites (collectively, "Site Content") to be written or created collaboratively, Member profile and group pages, chat and messaging functions, and other areas or services in which you or other Members can create, post or store User Content on the Sites ("Interactive Services"). You are solely responsible for your use of such Interactive Services. Use them at your own risk. As with other Services, your use of any Interactive Services is subject to the Guidelines and TOU, as well as any additional terms and conditions provided with those Services. Certain Interactive Services (such as an avatar gallery), may also provide tools for you to use Site Content, arrange or display Site Content in a manner of your choosing, or customize Site Content. You agree that any such Site Content, arrangement or display, or customization is not User Content and shall be owned exclusively by GG unless expressly stated otherwise.

d. Intra-Member Disputes.

You are solely responsible for your interactions with other Members on the Sites, including any disputes with other Members. GG reserves the right, but has no obligation, to monitor, moderate or resolve disputes between you and other Members, regardless of the causes or alleged causes of the dispute. Notwithstanding the foregoing, GG shall not be liable to you or any third party for any attempt it may make to moderate or resolve any disputes between Members, including without limitation, any restrictions that GG may make on Members' use of the Sites and Services or any termination of subscriptions or Accounts.

3. Access to Services

To access and use the Services, you may be required to: (a) receive the files which GG makes available for direct download; (b) read and accept the policies specific to the applicable portion of the Services; and (c) have at least the minimum computer system requirements (hardware and software) to use the applicable portion of the Services, as well as a secure internet connection (both of which you are solely responsible for procuring and paying for, and neither of which is provided by GG). In addition to any fees required to access certain features, capabilities, or functions offered ("Charged Offerings"), you are responsible for paying all applicable taxes and for all third party hardware, software, service and/or other costs you may incur in order to access and use the applicable Services and your Accounts. Neither the TOU nor your Accounts entitles you to any subsequent releases, features, upgrades or services offered, distributed or made available through the Sites, without paying applicable charges or except as otherwise expressly and explicitly provided by GG. Programs may need to be downloaded to your computer and/or accessed online. GG makes no warranties with respect to your system's particular performance or capabilities with respect to the Services or any programs offered.

4. Fees and Payment for Charged Offerings

a. Payment Terms.

Fees and billing procedures for certain Charged Offerings are described at the point of purchase ("Payment Terms"), the terms of which are incorporated herein by reference. Such payment terms may be

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subject to change without prior notice to you. Fees are in U.S. Dollars unless specified otherwise. Upon your acceptance of these TOU and/or your agreement to purchase a Charged Offering, you hereby acknowledge and agree that we have the unqualified right, and you hereby authorize us, to automatically charge your credit card or other authorized payment method the applicable sales price, subscription and/or Account fee, as identified in the Payment Terms, plus any applicable taxes and other surcharges we are required to collect. Thereafter, each time your subscription or Account comes up for renewal, or other payment is due by you under the Payment Terms, you hereby acknowledge and agree that we have the unqualified right, and you hereby authorize us, to automatically charge your credit card or other authorized payment method the applicable then-current renewal rate (or other due amount) plus any applicable taxes we are required to collect unless you opt out of the automatic renewal process through your account details page or by contacting GG's customer service. If we do not receive timely payment (as provided in the applicable Payment Terms) and/or are unable to process your credit card (or other authorized payment method) by or at the time payment is due ("Payment Failure"), your right to access and otherwise use the Charged Offering immediately terminates, and may remain terminated unless or until the proper payment is made and accepted by GG. Upon Payment Failure, GG may, in its sole discretion, also terminate one or more of your Accounts without prior notice.

b. Free Trials or Betas.

Certain of the Charged Offerings may be made available to you without charge at GG's sole discretion. Access to certain features, functions, and/or full or partial portions of the Services may require payment. Converting a "free" account or version of a program with free trial or limited functionality rights to a paid account or version with full functionality, or entering billing information during any trial period or other authorized non-charged access to a program (as provided by GG) may result in the termination of your free access and/or account, and you may lose access to the associated information or other data.

5. Right to Suspend or Terminate Use and Account

GG may suspend or terminate one or more of your Accounts and/or your access to the Services (including Charged Offerings) immediately and without notice if: (a) you violate any provision of the TOU, the Code of Conduct, the Privacy Policy, or any other applicable agreements, Guidelines, or policies; (b) you infringe (or GG or any third party believes you have infringed) any third party intellectual property rights or violate any applicable law, rule, treaty or regulation; (c) we are unable to verify or authenticate information you provide to us, or conclude any such information is inaccurate or incomplete; and/or (d) your use of or access to your Accounts, the Services or the Sites results in an action or communication (including, but not limited to oral, typed or written communication of any kind) that we, in our sole discretion, determine is inappropriate and/or in violation of any Guideline or policy. If we suspend or terminate one or more of your Accounts or access to the Services (including any Charged Offerings), in whole or in part, under any such circumstances, you will lose access to any Charged Offerings for the duration of the suspension and/or the balance of any prepaid period and you will not be entitled to any refund for the monies charged, or that you agreed to pay, for the Charged Offerings suspended or terminated. You understand and agree that, for online features, servers are hosted by GG (or authorized third parties or designees) at its discretion and may be terminated or otherwise discontinued by GG (or authorized third parties or designees) in their sole discretion and that such discontinuation may disable online functionality.

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6. Consent to Account Access

To ensure that GG can provide high-quality services that are responsive to Members' needs, you understand that GG representatives will have access to your Accounts and Site usage and purchasing information, and authorize such representatives to review such Accounts and usage and purchasing information as reasonably necessary to investigate complaints, to provide the Services to you, or for such other purposes as contemplated in our Privacy Policy.

7. User Content

As part of your use of the Services, you can create, include, refer to, transfer, upload, stream, display, host, promote, disseminate, post, make available, distribute, link to or transmit messages, artwork, text, displays, images, photographs, names, characters, items, graphics, screenshots, data, databases, information, files, pictures, video, audio, music, software and other files, items, materials and content, whether in written, digital, oral, machine-readable, electronic or visual form, to GG or our third-party servers of websites, or to other Users and/or their computers or networks, in various forms, such as in the selections you make for a service, posts, chat, and in forums and message boards, via a friends network and similar user-to-user areas, features and services which are not owned by GG, or to which GG does own rights or manages (collectively, your "User Content"). By posting or submitting any User Content to or through the Sites or Services, you hereby irrevocably grant to GG, its affiliates and sublicensees, a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, and fully sub-licensable license, to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or in part) in any media and to incorporate the User Content into other works in any format or medium now known or later developed. The foregoing grants shall include the right to exploit any proprietary rights in such User Content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

You represent and warrant that: (a) you own or control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Sites and/or the Services; (b) the User Content is accurate and not misleading; (c) the User Content and/or your use of the Services does not violate any law, rule or regulation; (d) the User Content and/or your use of the Services is not inappropriate, profane, indecent, harmful, threatening, abusive, defamatory, harassing, tortuous, vulgar, obscene, libelous, pornographic, harmful to minors, racially, ethnically or otherwise objectionable or that may be invasive of another's right of privacy or publicity; (e) your User Content and/or use of the Services does not contain any macro, bot, virus, Trojan horse, keystroke logger, worm, time bomb, cancelbot, corrupted data or other file, code or computer programming routing that is intended to or results in damage, detrimentally interferes with the Sites or Services; and (f) use and posting of the User Content you supply does not violate these TOU and will not violate any rights of or cause injury to any person or entity, including without limitation the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content posted by you to or through the Sites and/or Services, if any.

You are solely responsible for the User Content that you post, store or upload on or through the Sites or Services, including any material or information that you transmit to other Users. GG does not have an

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obligation to delete, screen or edit any of the User Content posted, stored or uploaded on or through the Sites and/or Services, however GG reserves the right to delete, screen or edit any User Content posted, stored or uploaded on the Sites and/or Services at any time and for any reason without notice. Without limiting the foregoing, GG may remove any User Content that in the sole judgment of GG violates these TOU or any Guidelines, including, but not limited to User Content that may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. GG does not endorse any User Content and takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

8. Intellectual Property Ownership; Rights Granted to You

Site Content and the Services are the proprietary property of GG or its licensors or other Users, and are protected by copyright, trademark, and other intellectual property laws. You are granted a limited, non-sublicenseable license to access and use the Sites and Services, and to electronically copy (except where specified as prohibited) and print to hard copy portions of Site Content and/or Services for your personal, noncommercial use only; provided, that you preserve any copyright, trademark or other similar notices contained in or associated with such Site Content or Services. Such license is subject to these TOU and does not include: (a) any resale or commercial use of the Sites or any Site Content therein and/or Services; (b) the collection and use of any product or service listings, pictures or descriptions; (c) the distribution (electronic or otherwise), public performance, or public display of any Site Content or Services; (d) modifying or otherwise making any derivative uses of the Sites and Site Content or Services, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Sites, any Site Content, the Services or any information contained therein, except as expressly permitted on the Sites or pursuant to the Services; or (g) any use of the Sites or Site Content or Services other than for its intended purpose. Any use of the Sites or Site Content or Services other than as specifically authorized herein, without the prior written permission of GG, is strictly prohibited and will terminate the license granted herein. This license is revocable at any time.

Notwithstanding the foregoing, GG's Supporter Website Policy provides you with access and permission to use certain pre-approved images, logos, and other GG materials for limited purposes. Use of that content is permitted pursuant to the terms and conditions of the Supporter Website Policy as well as all of the other TOU set forth herein.

9. Limits on Use of the Sites and Services

You agree not to engage in any of the following: (a) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, data scrape, copy or transfer any part of the Sites or Services (including without limitation any User data such as Member website usage, purchase history, or any Registration Data, whether individually or in the aggregate); (b) probe, scan or test the vulnerability of the Sites or Services, or breach the security or authentication measures on the Sites or part of the Services; (c) reverse look-up, trace or seek to trace any information on any Member or other User of the Sites or Services, including information on any Member account other than your own, to its source, or exploit the Sites or Services in any way with a purpose of revealing any information, including but not limited to personal identification or information, other than your own information; (d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or Services; (e)

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use any device, software or program to interfere or attempt to interfere with the proper working or authorized uses of the Sites or Services, or with any other person's use of the Sites or Services; (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any message transmittal you send on or through the Sites or via the Services; (g) impersonate any other individual or entity or misrepresent your identity or your affiliation with another individual or entity; (h) use the Sites or Services in an illegal manner or for any unlawful purpose; or (i) violate any applicable Guidelines, including without limitation any Code of Conduct or the Supporter Website Policy.

The Sites and Services are for the personal use of Users and Members only and may not be used in connection with any commercial endeavors; except as specified herein. Illegal and/or unauthorized use of the Sites or Services, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Sites is strictly prohibited. Commercial advertisements and other forms of solicitation in violation of these TOU may be removed from Member profiles without notice and may result in termination of your Account(s). Except as provided below, Members may not link to any e-commerce Website. EXCEPTION: Notwithstanding the foregoing, hobby-game retail stores with a physical location may advertise their stores, events, and products offered for sale in their store profiles; provided that they do not include any pricing. Hobby-game retail stores who are Authorized Internet Retailers may link to their authorized e-commerce websites. Additionally, GG's authorized distributors and wholesalers may link back to their own websites, but may not sell product directly through a Site. GG Authorized Supporter Game Clubs may advertise upcoming events and link to their related promotion pages. GG retains the right to terminate such privileges at any time, in its sole discretion.

10. Privacy Notice and Your Profile

Please refer to our Privacy Policy for information on how GG collects, uses and discloses personally identifiable information from you and other Users.

11. Links to Other Sites

The Sites and/or Services may contain links to third-party websites. These links are provided as a convenience to you. GG does not control and is not responsible for the content of such third-party websites or the conduct of the operators of such third-party websites, and does not make any representations regarding the accuracy, copyright or other statutory or regulatory compliance, legality or decency of any of the content or other materials on such third-party websites. GG encourages you to exercise discretion while browsing the Internet and the Sites. If you decide to access linked third-party websites, you do so at your own risk.

12. No Warranties

GG PROVIDES THE SITES, THE SERVICES, ACCOUNTS AND ALL OTHER SOFTWARE, SERVICES, FEATURES, PRODUCTS AND DOCUMENTATION "AS IS." GG AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the

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foregoing, we do not ensure continuous, uninterrupted, error-free, secure or virus-free operation of the Sites or Services or your Accounts, nor that defects in any portion of the Sites or Services may be corrected, nor continued operation or availability of any given feature, product, service, software, art, graphics or other content. GG may change, modify, disable, suspend or remove any such feature, product, service, software, art, graphics or other content, in whole or in part, in its sole discretion. GG does not control or endorse User Content or the related content, messages, facts, views, opinions, recommendations, data, files, video, audio, graphics or information exchanged by means of the Sites, including, without limitation, information contained in the public postings areas of the Sites and information provided or statements made by a celebrity, "expert," or similar guests on the Sites and, therefore, GG specifically disclaims any liability resulting therefrom. You acknowledge that the Sites and the Services have not been developed to meet your individual requirements. GG disclaims suitability of the Sites and/or Services for any purpose. We are not liable for any delay or failure to perform resulting from any causes beyond our reasonable control. Further, we cannot and do not promise or ensure that you will be able to access the Sites or Services, or your Accounts, whenever you want, and there may be extended periods of time when you cannot access the foregoing (in whole or in part).

13. Limitation on Liability

IN NO EVENT SHALL GG, OUR LICENSORS, OUR AFFILIATES OR OUR SUPPLIERS, OR EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY ANTICIPATED OR LOST PROFITS, REVENUE, DATA, CONTENT, ITEMS, HARDWARE, SOFTWARE, INJURY, INFORMATION OR SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, STRICT PRODUCT LIABILITY AND NEGLIGENCE) ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM POSSESSION, USE, INABILITY TO USE, FAILURE TO PERFORM, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER OR OTHER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF OR MALFUNCTION OF THE SITES OR SERVICES (AND/OR ANY COMPONENTS THEREOF), YOUR ACCOUNTS, ANY FUNCTION OR FEATURE AVAILABLE, ACCESSED, DISTRIBUTED OR VIEWED THROUGH THE SITES, THESE MEMBER TERMS, THIRD PARTY WEBSITES OR SERVICES ACCESSED, DISTRIBUTED OR ADVERTISED IN OR THROUGH THE SITES OR THE DOWNLOADING OR USE OF ANY SOFTWARE OWNED OR OPERATED BY US OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF WE, OUR LICENSORS AND SUPPLIERS AND EACH OF OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE TOTAL AGGREGATE LIABILITY OF GG, OUR LICENSORS OR ANY OF OUR OR THEIR RESPECTIVE PARENT OR AFFILIATED COMPANIES TO YOU OR ANY THIRD PARTIES IS LIMITED TO \$100. YOU AGREE TO WAIVE ANY RIGHT TO EQUITABLE RELIEF INCLUDING, WITHOUT LIMITATION, INJUNCTIVE RELIEF AGAINST GG, ITS LICENSORS, THEIR PARENTS OR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO ENFORCE THE TERMS HEREOF; HOWEVER, THE FOREGOING SHALL NOT PRECLUDE GG AND/OR ITS LICENSORS FROM SEEKING ANY INJUNCTIVE RELIEF.

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14. Indemnity

You agree to indemnify, defend at your cost and hold harmless GG, its affiliates, subsidiaries, parent companies, and contractors, and each of their current and former officers, directors, employees, agents, licensors, licensees and representatives (collectively, the "Indemnified Parties"), from and against any and all liability and costs including, without limitation, attorneys' fees and costs, incurred by the Indemnified Parties in connection with any claim arising out of: (a) any breach by you of these TOU or the foregoing representations, warranties and covenants, (b) any act or failure to act by you, including but not limited to, any acts by you which cause GG to terminate, suspend or limit one or more of your Accounts or access to or use of the Sites or Services, (c) your installation, use of or access to the Sites or Services and any other hardware or software required or used to access or use the Sites or Services, including use of or access to the internet or (d) your User Content and/or any claims related to User Content. You assume the entire risk as to the results and performance of the Sites and Services in connection with your hardware and software, and you assume the entire cost of all servicing, repair and/or correction of your hardware and software. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SITES AND SERVICES REMAINS WITH THE USER.

15. Unsolicited Idea Submission Policy

NEITHER GG NOR ANY OF ITS EMPLOYEES ACCEPTS OR CONSIDERS UNSOLICITED MATERIALS PROVIDED TO GG REGARDING THE SITES, THE SITE CONTENT, GG, OR THE PRODUCTS AND SERVICES OF GG, INCLUDING WITHOUT LIMITATION QUESTIONS, COMMENTS, SUGGESTIONS, IDEAS, PLANS, NOTES, DRAWINGS OR OTHER ARTWORK, DEMOS, PROTOTYPES, SAMPLES, ORIGINAL OR CREATIVE MATERIALS, OR SIMILAR INFORMATION (COLLECTIVELY, "SUBMISSIONS"). PLEASE DO NOT SEND ANY SUBMISSIONS TO GG OR ANYONE AT GG. IF YOU FAIL TO FOLLOW THIS DIRECTION AND SEND A SUBMISSION TO US, GG WILL NOT TREAT YOUR SUBMISSIONS AS CONFIDENTIAL OR PROPRIETARY AND MAY DISCLOSE YOUR SUBMISSIONS TO ANY OTHER PERSON OR ENTITY, WHETHER PUBLICLY OR PRIVATELY. WITH RESPECT TO ANY SUCH SUBMISSIONS YOU PROVIDE THAT GG ACCEPTS INADVERTENTLY OR OTHERWISE CONTRARY TO THE ABOVE POLICY, YOU HEREBY GRANT AN IRREVOCABLE, NONEXCLUSIVE, PERPETUAL, WORLDWIDE, ROYALTY-FREE AND FULLY SUBLICENSABLE LICENSE TO USE, PRACTICE, MAKE, HAVE MADE, REPRODUCE, MODIFY, ADAPT, PUBLISH, TRANSLATE, CREATE DERIVATIVE WORKS FROM, DISTRIBUTE, PERFORM, AND DISPLAY YOUR SUBMISSIONS AND THE INVENTIONS EMBODIED THEREIN FOR ANY COMMERCIAL OR OTHER PURPOSE, WITHOUT ACKNOWLEDGMENT OR COMPENSATION TO YOU.

16. Feedback

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or other submissions to GG in response to a request for such materials ("Feedback") are non-confidential and shall become the sole property of GG. This paragraph is not

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intended to apply to any personal information about you (such as name, mailing address and e-mail address), the use and disclosure of which is described in GG's Privacy Policy.

17. Children and Mature Content

Please be aware that certain areas on the Sites and/or Services contain mature content and in some instances there may be posted age restrictions to access and view such areas. You may be exposed to Site Content that you find offensive, indecent or objectionable. By using the Sites and/or availing yourself of the Services, you assume all risk associated with such use. We encourage parents to supervise their children's use of the Sites and Services and maintain open communication regarding appropriate materials for use and viewing by their children.

18. Copyright and Trademark Policy; Notice and Procedure for Making Claims of Infringement

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to GG or others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of GG to remove any content or information from its Sites which we believe infringes the intellectual property rights of others upon receipt of proper notification to GG by the intellectual property owner or the owner's legal agent. If you repeatedly infringe other people's intellectual property rights, we may also terminate your Account(s) when appropriate, at GG's sole discretion.

If you believe that any content appearing on the Sites infringes your intellectual property rights, GG wants to hear from you. Please forward the following information in writing to the address listed below:

- (a) your name, address, telephone number, and e-mail address;
- (b) a description of the work that you claim has been infringed;
- (c) a explanation about the nature of the infringement (e.g., whether it is a trademark, copyright or other type of infringement of your intellectual property);
- (d) the exact URL or a description of each place where alleged infringing material is located;
- (e) a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- (f) your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- (g) a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the intellectual property owner or authorized to act on the owner's behalf.

Name and address of agent to receive notification of claimed infringement:

Intellectual Property Agent

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Grigling Games, Inc.
PO Box 1259
Woodstock, NY 12498
845.514.5565

E-mail: ip@griglinggames.com (Only use this email address to report potential copyright and trademark infringement claims. All other email messages will be deleted without response.)

19. General

a. Language; Interpretation

It is the express wish of the parties that these TOU and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. The headings of sections, paragraphs and subparagraphs of these TOU are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs.

b. Compliance with Law; U.S. Export Controls

You will comply with all applicable laws regarding your installation, copying and use of the Sites and Services and your access to your Accounts. Without limiting the foregoing, software available in connection with the Sites and Services may be subject to United States export controls. No feature, function, software or any component thereof may be downloaded from the Sites or Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk. You further agree not to upload to the Sites any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

c. Termination; Deletion; Survival

Notwithstanding any of these TOU, GG reserves the right, without notice and in its sole discretion, to terminate: your license to use the Sites, your membership(s), and/or your subscription(s), and to block or prevent your future access to and use of the Sites and/or Services, and to delete any Member profile and any User Content that you have posted on the Sites. You may also terminate your memberships or subscriptions at any time, provided that any such termination shall automatically cause any licenses to you and/or Accounts to also terminate. Upon termination of these TOU for any reason, Sections 12 (No Warranties), 13 (Limitation on Liability), 14 (Indemnity) and 19 (General), together with any licenses granted to GG hereunder, will survive.

d. Governing Law; Venue and Jurisdiction; Time Limit to Bring Claims

These TOU and your use of the Sites and Services shall be governed by laws of the State of New York, without regard to its conflict of laws principles. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts within Ulster County, New York, for any claims arising out of or relating to your use of the Sites, the materials on these Sites, the Services, and/or these TOU. In no event shall any claim, action or proceeding by you related in any way to the Sites (including your visit to, use

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of, or inability to use the Sites or Services) or Services be instituted more than one (1) year after the cause of action arose.

e. Severability; Waivers

If any provision of these TOU is found to be invalid or unenforceable by any court having competent jurisdiction, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. The failure of GG to insist upon or enforce any of the provisions of these TOU, or to exercise any rights or remedies under these TOU, will not be construed as a waiver of GG's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and remain in full force and effect. No waiver of any term of these TOU shall be deemed a further or continuing waiver of such term or any other term.

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CODE OF CONDUCT

As part the commitment of Griggling Games, Inc. (“GG”) commitment to make use of its websites (collectively, the "Site") and its products, services, features and functionality (the “Services”), a great experience for users to meet and interact with other gamers around the world, members and guests of the Site and users of the Services agree to abide by our Code of Conduct. You are responsible for knowing and abiding by these conduct rules, the Terms of Use, the Privacy Policy, and any additional operating guidelines to ensure that everyone feels welcome.

All community and social networking aspects of the Site and/or the Services are subject to the Code of Conduct (“CoC”). This includes, without limitation, account names, group names, profile content, blog content and comments, chat and forum activity, e-mail or private messages to GG staff.

Violation of the Code of Conduct rules is grounds for your Site account(s) and/or Services to be terminated. Termination includes you forfeiting all product/content associated with and/or contained in your account(s) and being no longer permitted use of our online services or tools in any way. GG staff is the final judges of whether a member’s behavior qualifies as inappropriate or a disruption. This Code of Conduct is subject to change at any time at GG's sole discretion.

1. Choose your account’s screen names carefully. Screen names that are deemed offensive may be modified or deactivated without notice. For example:

- Names of offensive or notorious persons, controversial political figures, references to cultural tragedies or of significant religious or occult meaning
- Names containing profanity, obscene slang, graphic anatomical references, racial, ethnic, sexist, or religious slurs
- Names with word combinations that produce an offensive result
- Names of or references to illicit substances or drug-related paraphernalia
- Names with the intent or effect of harming the reputation of another
- Names including protocol prefixes and domain suffixes (e.g. http://, .org, .com)
- Names that impersonate the representation of a specific business or website, including any business or website you may operate or represent
- Proper names of GG staff or their titles Misspellings, phonetic, and alternative spellings of prohibited names are subject to modification or deactivation. Variations of a deactivated screen name, as may be evidenced by your declarations under a new screen name that you are "really" the deactivated name, may also be deactivated and the account holder may have his or her account terminated.

2. Do not use, post, distribute or link to obscene, pornographic, sexually explicit, graphically or gratuitously violent, derogatory, demeaning, malicious, defamatory, abusive, offensive, hateful or discriminatory language or content. This includes "masking" language by using alternative characters/spelling /spacing to get around profanity filters or claims of profanity filter “testing.”

3. Do not harass, bully, threaten, harm or cause discomfort for other persons, including any other members. For example:

- Use hate speech or racial, ethnic, sexist, homophobic or religious slurs
- Harass a specific person (repeated flaming, personal attacks or posting their private information)

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- Troll or bait the community in general with inflammatory statements, such as ones designed to elicit a negative response from the community
- Post or otherwise disclose any personal or private information of another person, or any confidential information pertaining to a business, without consent

4. Do not promote, plan, glorify or engage in any illegal activity or otherwise make available content that would encourage or provide instructions for a criminal offense. These topics include crimes relating to drugs, drug paraphernalia, rape, solicitation of a minor, computer hacking, and copyright violation.

5. Do not impersonate other persons, including members or GG staff, by screen name or self-representation, or attempt to obtain sensitive information from other members. For example:

- Falsely claim an official title or to hold position relating to the Site
- Falsely claim the representation of another business or website
- Fake an existing member's screen name by using similar-looking characters
- "Spoof" or "emote" another member's text in a chat room
- Falsely claim to be a law enforcement officer
- Solicit passwords or personal information from other members

6. Do not disrupt chat, forums, blog comments or other communication channels. For example:

- Spam through repeated posts, or off-topic content by word or intent to forums or comments (scrolling, flooding, polling, or by "bumping" a post more than once in 48 hours)
- Make off-topic posts or chat or trades in the wrong forums or chat rooms (casual chat or roleplay in rooms or forums not designated for these types of activities)
- Advertise trades or sales outside of the designated areas

7. Do not advertise. This includes:

- Advertising matches that card gamble/play for ante
- Advertising player-run tournaments
- Advertising trades or sales outside of the designated areas
- Advertise or promote a business or commercial website outside of the designated areas or using account names referring to any business or commercial venture.
- Sending unsolicited commercial or purportedly informational messages to any members

8. Do not attempt to use or gain access to another's accounts or service, engage another member under false pretenses or otherwise defraud another member. Anyone linking to, posting, distributing or promoting hacks, modifications, viruses, or password mining websites may face legal action in addition to normal account penalties.

9. Do not attempt to artificially alter the outcome of a league, sanctioned event, or organized game. For example:

- Bribe or offer compensation in order to change the game outcome
- Stall, spam, harass, or behave in any unsportsmanlike manner that affects the game

Explanation of Disciplinary Escalation and Procedures

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If a member of the GG Community has demonstrated he or she cannot follow this Code of Conduct, the Website Terms of Use, or the Privacy Policy, then the member may lose access to ALL of his or her accounts and all associated content and screen names.

Moderators issue formal warnings, by post, private message or email when a member has made a Code of Conduct infraction. Depending on the severity of the infraction, GG may issue a warning, timed suspension or termination of the account.

This explanation of disciplinary procedure is meant to be a guideline for members to understand what their status may be with regard to the process. It is only a guideline and GG may deviate from this procedure at any time in any manner it deems appropriate without notice. A specific chat, forum, list or online game situation may require other measures to ensure the family orientation of the Site and Services.

PRIVACY POLICY

Grigling Games, Inc. ("GG") respects the privacy rights of its online visitors and is committed to providing you with a secure online environment.

If you are a parent or guardian and are interested in knowing more about GG's policy regarding the online collection of information from children, we recommend reviewing the "Note to Parents" below.

We have adopted a Privacy Policy ("Privacy Policy") that guides how we collect, store and use the information you provide us.

- Exactly what personal information may be collected;
- The consequences, if any, resulting from your refusal to provide personal information;
- Who, if anyone, is collecting your personal information;
- How this information may be used, including, with whom, if anyone, it might be shared;
- Whether a company uses cookies or tracks IP Addresses to collect information;
- What choices you have with regard to the use of your personal information;
- How a company ensures data security, quality, and integrity;
- How you can access and, if necessary, change the personal information a company collects and maintains;
- Where and how to ask questions or file complaints; and,
- Whether and how information is collected from Children under 13.

If you have any questions, complaints, or comments regarding our privacy statement or policies, please contact the Privacy Policy Administrator.

GG contact options:

Write to us at:
Grigling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@griglinggames.com

What does this Privacy Policy apply to?

This privacy policy applies to all web sites operated or controlled by GG including www.GG.com (collectively, all such websites shall be referred to as the "Sites"). This privacy policy does not pertain to information that is collected offline. BY USING THE SITES, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND TO OUR PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSES STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

What information does GG collect?

GG may request and/or collect information from you on a voluntary basis when you:

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- create a profile to participate in GG community features
- shop at one of our affiliate online stores
- give credit card information
- give a shipping and billing address
- participate in contests, events, or promotions
- ask questions or give comments to GG customer service
- submit your resume
- fill out online surveys

*While GG may collect credit card data from its customers from time to time, it will also use third party credit card processing companies to process your payment transactions. When it is using such a third party processing company, GG will not have access to your credit card data.

The requested information may include personal information such as your name, e-mail address, telephone number, and home address. In addition, we may request demographic information such as your age, the gender and birth dates of children in your household, and toy and game ownership and preferences.

If you are under the age of 13, some features of the Sites may be unavailable to you. For others, you will need your parent or guardian's consent before you can provide any personal information to us for purposes of registration and other online activities. Kids, if you are ever unsure about anything you are seeing on this Site, ask your parent or guardian for help. See Note To Parents below for more information.

To register an account with GG, you must provide a date of birth, first name and last name, city, country, postal code, gender, e-mail address, password and screen name.

Your personal profile ("Your Profile") will be automatically populated with the screen name, birth date, gender, country and postal code you provided at registration. The information in Your Profile, including any information or content you voluntarily add to Your Profile such as first and last name and images you upload, will be made public by default and will not be subject to this policy, unless you set Your Profile to "Private". To change Your Profile privacy settings, go to Your Profile page and click on "Profile" in the left navigation menu. Then click "Privacy Settings". In this section, you may also change Your Profile information, who can view your page and activity, and who can contact you on the Site, as well as control how we communicate with you.

Your Profile will be searchable by screen name, full name, city, state/province, country, age, and postal code. You can change this by selecting "Exclude me from search results" in Privacy Settings. Please note: The photo you selected (you are not required to upload a personal photo) as your avatar and your screen name will always display on your page, posts, and in search results.

If you choose to populate Your Profile with your full name, your full name will display on Your Profile unless you set Your Profile to private as described above. Information and content you choose to make public either through Your Profile, or by posting on the Sites, are not subject to this policy.

GG collects information from you at other points on the Sites, as described below:

- Message Boards, Blogs and Social Networking

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GG provides message boards, blogs and other public forums on the Sites for exchanging information and social networking. Please note that information, user content or any other materials that you post on our Sites, including any information from Your Profile that you choose to make public, will be available for any user of that service to read, and are therefore no longer private and may be disclosed without limitations as to use by a third party. If you post information, materials or other content on the Sites or other public forum, you are providing information that can be collected and used by others that you do not know for their own purposes, including the distribution of unsolicited communications.

- Online Stores

Visitors purchasing goods and services through one of our affiliate online stores will need to provide a valid credit card number and expiration date, in addition to name, mailing address, phone number and e-mail address.

- Promotions

To participate in some of our promotions, you may be asked to provide an e-mail address or screen name, so that we can let you know if you won a prize. For other GG promotions, we may request your name and home address in order to send you products or information by regular mail.

- Customer Service E-mails

By requesting your e-mail address to respond to your customer service question or comment, we are not attempting to collect any personal information about you for marketing purposes. We will only use personal information (such as name, mailing address and e-mail address) contained in your e-mail to respond to your specific inquiry or comments in the e-mail. Although we may retain your name, e-mail address, and other information you provide, we will not use any personal information contained in your e-mail for any purpose other than responding to your specific inquiry or comments.

- GG Organized Play

Participants including store owners and event organizers have the opportunity to sign up with the GG Organized Play (SOP) in order to participate in organized play events. Participants must provide certain identifiable information to be eligible to participate in these events.

- Resumes

Our Sites allow for the online submission of resumes. Personal information collected from resumes is not subject to this Privacy Policy. However, we can assure you that such information will be used solely for the purpose of accepting and evaluating candidate submissions for job postings.

- Online Surveys

In order to improve the user experience at our Site, we may employ online surveys for visitors to volunteer anonymous demographic information about themselves and provide us feedback about why they visit our Sites and what we can do to make them better. Information collected through these surveys is anonymous; we cannot identify who is submitting the information or tie it to other personally identifiable information a user may have provided us through another means.

Whatever the activity may be, we will only collect information to the extent it is reasonably necessary to fulfill your requests and our legitimate business objectives. If you do not want to submit personal information when requested, you will not be able to access certain areas on our Sites or take advantage of certain features of our Sites. However, you do not need to provide personal information to GG in order to use our Sites.

Who is collecting my information and how will it be used?

GG collects the personal information you provide on our Sites. We may use the information you submit to our Sites to send you advertising or promotional materials, including information about new products,

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contests, features and enhancements, special offers and other events of interest. We may also use your personal information for our internal marketing and demographic studies, so we can constantly improve the products and services we provide you and can better meet your needs. The demographic information (e.g., age and gender) you provide us is collected by GG and may be disclosed in aggregate to third parties. This aggregate demographic information cannot be used to personally identify you or your computer.

Third parties who fulfill Site-related services such as hosting may collect the personal information you provide on our Sites. These third parties will not use your personal information for any purpose other than to provide the Site-related services, and have agreed to maintain confidentiality, surveys, security, and integrity of your personal information.

Third parties that advertise through or serve ads on our Sites may gather non-personally identifying data about the advertisements you viewed and the Site pages that interest you through the use of cookies and clear GIFs (these technologies are described below). This information helps advertisers determine which kinds of advertisements you might prefer. GG's privacy policy does not cover the policies or practices of these third parties. Visitors should consult the third parties' privacy notices.

With whom does GG share my personal information?
GG may share your information with its related entities.

GG may share your personal information with outside entities hired to assist with internal web site support operations (e.g., community operations, online product fulfillment, e-mail services, or technical support). These entities will not use your personal information for any other purpose, and have agreed to maintain confidentiality, surveys, security, and integrity of all the personal information they obtain from us.

GG also may disclose your personal information in order to fulfill a service to you. For example, if you are entering a sweepstakes or contest, we may use your personally identifiable information in order to fulfill the terms of that promotion. This means that we may share the information for prize fulfillment purposes or mail carriers. Also, if you make a purchase on one of our sites, your credit card data may have to be disclosed to an unaffiliated third party payment processing company as necessary to complete your purchase (for example, to process your credit card). In the event that such data is shared, GG will take all reasonable steps to ensure the applicable third parties protect the data adequately.

We may disclose personal information in the good faith belief that we are required to do so by law, including but not limited to disclosure to law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or us to legal liability.

Except as set forth herein, GG does not sell, rent, or otherwise disclose personal information collected from and about its users (including children under 13) to third parties. However, in the event of a merger, acquisition, reorganization, bankruptcy, or other similar event, GG's customer information may be transferred to GG's successor or assign, if permitted by and done in accordance with applicable law.

International Transfer of Information?

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If you choose to provide us with personally identifiable information, GG may transfer that information to its parent, affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personally identifiable information to the United States which does not have the same data protection laws as the EU and by providing your personally identifiable information you consent to:

* the use of your personally identifiable information for the uses identified above in accordance with this privacy policy; and

* the transfer of your personally identifiable information to the United States as indicated above.

Clear GIFs, Cookies and IP Addresses

Clear GIFs, sometimes called "web bugs" or "pixel tags," are file objects, usually a graphic image such as a transparent one pixel-by-one pixel GIF (Graphics Interchange Format, one of the most common file formats for images on the Web), that are placed on a Web page or in an e-mail message to monitor user behavior. The GIF tells us the IP address of the computer that fetched our page, the URL of the page the GIF is on, the time the page was viewed, the type of browser used, and it can also identify a previously set cookie value. This anonymous information is returned by the clear GIF to GG and we use this information to accurately count visitors across our web sites and understand how they navigate and use our network of web sites. GG does not combine information gathered through clear GIFs with your personal information.

GG uses "cookies" to enhance your experience at our Sites. Cookies are pieces of information that we place on your computer to help us accurately understand how many consumers are visiting a particular site, how often they visit that site and what content they are most interested in viewing. For example, a cookie will allow us to remember certain things based on your Internet Protocol or "IP" address (an IP address is the string of numbers that identifies each sender or receiver of information that is sent across the Internet), such as the time and duration of your visits, how you navigated through our content and where you exited a particular site.

GG's web sites collect IP addresses for the purposes of system administration, to report aggregate information to our advertisers, and to audit the use of our web sites. When visitors request pages on one of our web sites, our servers log the visitors' IP addresses. We do not normally link IP addresses to anything personally identifiable, which means that a user's session will be logged, but the user remains anonymous to us. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our community rules Code of Conduct or posted Legal Notice, or to protect our services, web sites, customers, or others.

Log Files

Other information passively collected by GG is in the form of logs -- files that record web site activity and gather statistics about web users' browsing habits. These entries are generated anonymously, and help GG determine (among other things) how many and how often users have visited our web sites, which

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pages they've visited, and other similar data. We also use the log file entries for our internal marketing and demographic studies, so we can constantly improve the online services we provide you.

Linking to third party sites

To provide relevant information not found on our Sites and to facilitate online shopping, GG may provide links from our Sites to third party web sites. We encourage our users to read third party sites' privacy policies before submitting personal information..

Opt-out

If you do not want GG to send you e-mail or regular mail about our products and/or services, you can opt-out at the time of registration or at the time of information collection. If you are receiving e-mails or regular mail and at a later date you choose to opt-out and have your name removed from GG' e-mail list, you can do so by using the link included with a GG e-mail or by contacting customer service.

Write to us at:

Griggling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@grigglinggames.com

Safeguarding your personal information

GG will only collect personal information to the extent deemed reasonably necessary to serve our legitimate business purposes, and we will take appropriate steps to ensure the security and integrity of any information you provide to us.

Review, update and removal of personal information

If you have registered with our site, you may at any time review and/or update the contact information we have for you or inform us that you want us to remove your information from our database by contacting customer service. Please be sure to include in your message the name of the feature for which you registered and the e-mail address you used to register so that we can verify your request.

Write to us at:

Griggling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@grigglinggames.com

Your California Privacy Rights

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of GG who are California residents to request certain information regarding its disclosure of personal information to third parties for their direct marketing purposes. We do not share our customer's personal information with unaffiliated third parties for their own direct marketing purposes.

To make such a request, contact customer service:

Write to us at:

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Grigling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@griglinggames.com

We reserve the right to change this statement at any time, so visit this page from time to time to check for changes. For additional information about our web sites, please see our Terms and Conditions of Use.

Privacy Policy - NOTE TO PARENTS

GG has developed its web sites to be an enjoyable experience for people of all ages. GG recognizes that some younger children may not understand some of the information contained on the web sites or how the web sites operate. That is the purpose of the Privacy Statement. Please discuss this statement with your children so that they will better understand how to use the web sites and the information they may be asked to provide. GG strongly believes that providing its visitors with accurate and adequate notice about the web sites will lead to informed choices and decisions about how to use the web sites, as well as protect its users' privacy. If you have any questions or comments about our policy, please contact us using the contact information provided above.

Teenagers (Ages 13-17)

GG may collect personal information from users over 13 and under 18 ("teenager"). When a web site user in this age category submits personal information, GG may request a parent or guardian's e-mail address to notify the parent or guardian of the teenager's activity. Personal information collected from these visitors is subject to the policies set forth above.

Children Under 13

Collection and Use of Children's Personal Information.

GG may collect and store personal information about children under 13 ("children" or "child") if it is submitted by way of our registration form and with the parent's or legal guardian's verifiable consent. To determine who is younger than 13 years old and whether parental consent is required, we ask all users who wish to register to submit their date of birth. Those users that indicate they are under 13 years of age are directed to a Parental Consent Form. The Parental Consent Form is available for viewing here, and it must be signed and returned to GG by mail or fax, before we will collect information from users who have indicated they are under 13.

If given verifiable permission from a parent or legal guardian, GG may collect and store the following types of personal information about a child under 13: name, e-mail address, mailing address, parent's or legal guardian's name, and parent's or legal guardian's email address. GG may also collect demographic information about a child such as the child's date of birth, gender, and other preferences; and, combine such information with the child's personal information. GG will only collect this information if it is voluntarily submitted to us by the child or parent/ legal guardian and provided with the parent's or legal guardian's signed permission. We do not gather personal information about a child through the use of passive collection mechanisms such as cookies. For more information on how we use cookies and other information collection tools, please see our section on cookies (provided above).

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The information that a child provides on his/her registration form may be used to: (a) allow the child to participate in activities on our web sites (e.g., contests); and, (b) allow us to send the child promotional materials, including information about new products, contests, features and enhancements, special offers, and other events of interest.

GG may share kids' personal information with outside entities hired to assist with internal website support operations (e.g., online product fulfillment, e-mail services, or technical support). These entities will not use kids' personal information for any other purpose, and have agreed to maintain confidentiality, surveys, security, and integrity of all the personal information they obtain from us.

We may also use the information for our internal marketing and demographic studies, so that we can constantly improve the products and services we provide our visitors and to better meet their needs.

Please note that we are prohibited from conditioning a child's participation in an activity - like contests - on the child's disclosure of more personal information than is reasonably necessary to participate in the activity. To read about the steps GG takes to protect the confidentiality, security, and integrity of children's personal information, please see our section on "Safeguarding your personal information" (above).

In some instances, certain portions of our web sites (e.g., electronic postcards) will allow children under 13 to submit personal information such as their e-mail addresses without first obtaining their parents' or legal guardians' consent. Such portions of our web sites operate activities or provide services in a way that does not require prior parental consent under the law.

Other areas of our web sites will facilitate a child's participation in our Community features such as forums, wikis, and blogs, as well as creation of a profile. Your child's participation may result in public disclosure of the personal information he or she posts through these features. We will take all reasonable measures to delete any personal information of a child posted through our Community features if and when such information is discovered.

Disclosure of Children's Personal Information

GG may share children's personal information with outside entities hired to assist with internal web site support operations (e.g., community operations, online product fulfillment, e-mail services, or technical support). These web sites will not use this personal information for any other purpose, and have agreed to maintain confidentiality, surveys, security, and integrity of all the personal information they obtain from us.

We may disclose personal information in the good faith belief that we are required to do so by law, including but not limited to disclosure to law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or us to legal liability.

GG does not sell, rent, or otherwise disclose personal information collected from and about its users (including children under 13) to third parties. However, in the event of a merger, acquisition,

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reorganization, bankruptcy, or other similar event, GG' customer information may be transferred to GG's successor or assign, if permitted by and done in accordance with applicable law.

Safeguarding Children's Personal Information

GG will only collect personal information to the extent deemed reasonably necessary to serve our legitimate business purposes, and we will take appropriate steps to ensure the security and integrity of any information your child provides to us. Any information provided to us is housed in a secure datacenter, accessible by limited GG personnel.

Notification of Updates to Privacy Policy

Changes to the privacy policy will be made to this page. We may also notify customers via email and/or other means, in our discretion.

Parental Access

A parent who has already given GG permission to collect and use his or her child's personal information can, at any time review, correct, or have deleted the child's personal information or discontinue further collection and use of the child's personal information. To do so, please contact us using the contact information below and be sure to include the following:

- Your child's name and e-mail address
- Your name and e-mail address
- The name of the feature for which your child is registered

We will be happy to honor your request.

Write to us at:

Griggling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@grigglinggames.com

GG Contact Information

Any personal information that a child provides to our web sites for purposes of registration is collected by GG. GG contact information is as follows:

Write to us at:

Griggling Games
P.O. Box 1259
Woodstock, NY 12498
privacy@grigglinggames.com

PLAYTEST AGREEMENT

PLEASE READ CAREFULLY AND IN ITS ENTIRETY. Welcome and thank you for participating in the Griggling Games, Inc. ("GG") playtest program. By participating as a GG playtester (whether or not you provide Feedback to GG), you acknowledge and agree that in consideration for being a GG playtester, you agree to be bound by the terms of this Playtest Agreement (the "PTA") as well as GG's Code of Conduct, Privacy Policy, and Terms of Use (see <http://www.grigglinggames.com/GG/policies/>)

Unless stated otherwise, GG may modify this PTA at any time and the changes will become effective upon posting to the GG website located at <http://www.grigglinggames.com/GG/policies/>.

If you have participated in GG playtesting under preexisting PTAs, this PTA supersedes those terms and conditions and is effective as of the updated date above. Your continued participation in the GG Playtesting constitutes your acceptance of this updated PTA.

1. Eligibility. To be eligible to be a GG playtester, you must have a current and valid GG.com Account.
2. Playtest Materials. As part of your participation as a GG playtester, you may receive, download from the official GG web site, or otherwise have access to proprietary GG intellectual property (including physical and online game related products and materials) ("Playtest Materials"). GG grants you a limited, non-exclusive, non-transferable, non-assignable license for your personal use of such Playtest Materials solely for the purposes of playtesting the Playtest Materials and providing Feedback to GG regarding the same. Any use of the Playtest Materials not expressly permitted under this PTA is strictly prohibited and GG may, in its sole discretion, revoke this license at any time and for any reason with no liability to you as a result.
3. Feedback. As part of your participation as a GG playtester, you may provide GG with comments, feedback, thoughts, questions, ideas and suggestions regarding the Playtest Materials via the means indicated by GG including, posting information on any website forums identified by GG for such purposes ("Forums") or via email and responding to certain surveys provided to you from time to time (individually and collectively, "Feedback"). You are solely responsible for any and all Feedback you provide and such Feedback will not violate the intellectual property rights of any third party. Additionally, your Feedback and use of the Forums will not violate the Terms of Use and Code of Conduct.
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