



## TERMS OF USE

PLEASE READ THESE TERMS OF USE (THIS "AGREEMENT" OR THE "TERMS OF USE") VERY CAREFULLY BEFORE USING THE SERVICES OFFERED BY FRINGEBACKER OR ON FRINGEBACKER.COM OR ANYTHING RELATED TO FRINGEBACKER.COM. ("FRINGEBACKER" OR THE "COMPANY"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [www.fringebacker.com](http://www.fringebacker.com), ALL OTHER SITES OWNED OR OPERATED BY FRINGEBACKER THAT REDIRECT TO [www.fringebacker.com](http://www.fringebacker.com), AND ALL SUBDOMAINS (COLLECTIVELY, THE "SITE"), AND THE SERVICE OWNED AND OPERATED BY THE COMPANY (TOGETHER WITH THE SITE, THE "SERVICE"). BY USING THE SERVICE IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE OR CONTRIBUTING CONTENT, INFORMATION, OR OTHER MATERIALS OR SERVICES TO THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

### 1. Summary of Service

FRINGEBACKER is a platform where certain users ("Project Creators") run campaigns to fund projects by selling products or services or by offering rewards to, or accepting donations from, other users ("Backers") who make payment for these products or services or rewards or who make donations. Through the Site, email, websites, and other media, the Service makes accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, projects, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). Project Creators, Backers, and other visitors to and users of the Service (collectively, "Users") may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible (including but not limited to any of the foregoing that they request or authorize the Company to do on their behalf) ("Submit") Content. "User Submissions" means any Content Submitted by Users.

### 2. Acceptance of Terms

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy available at [www.fringebacker.com](http://www.fringebacker.com), and all other operating rules, policies, and procedures that may be published on the Site by the Company, which are incorporated by reference and may be updated by the Company without notice to you. In addition, some services offered through the Service may be subject to additional terms and conditions adopted by the Company. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

The Service is available only to individuals who are at least 18 years old, and legal or other entities represented by individuals who are at least 18 years old. You represent and warrant that if you are an individual (or if you are individual representing a legal or other entity), you are at least 18 years old and of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. If you are a legal or other non-individual entity, you represent and warrant that you are validly existing under the law of your place of incorporation or establishment, you have authority to form a binding contract, and that all the registration information you submit is accurate and truthful. The Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.

### 3. Modification of Terms of Use

The Company reserves the right, at its sole discretion, to modify or replace these Terms of Use, or change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

### 4. Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use or law. You are responsible for all of your activity in connection with the Service. You shall not, and shall not permit any third party using your account to, take any action, or Submit Content, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;
- you know is false, misleading, or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy;
- constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of the Company or any third party; or
- impersonates any person or entity, including any employee or representative of the Company.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

The Company does not guarantee that any Content will be made available through the Service, but the availability of such Content must not be interpreted as an indication that the Company approves such Content. The Company has no obligation to monitor the Service or Content. The Company reserves the right to, at any time, for any reason, and without notice: (i) cancel, reject, interrupt, remove, or suspend a campaign or project; (ii) remove, edit, or modify any Content, including, but not limited to, any User Submission; and (iii) remove or block any User or User Submission; but the failure of the Company to exercise such right must not be interpreted as an indication of approval by the Company. FRINGEBACKER reserves the right not to comment on the reasons for any of these actions.

## 5. Registration

You may view Content on the Site without registering, but as a condition of using certain aspects of the Service, you may be required to register with the Company and select a screen name ("User ID") and password and certain other information. You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your account. You shall not use as a User ID, domain name, or project name any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is otherwise offensive, vulgar, or obscene. The Company reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, and project name. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. You shall never use another User account without the other User's express permission. You will immediately notify the Company in writing of any unauthorized use of your account, or other known account-related security breach.

During the course of a project, FRINGEBACKER shall provide to the Project Creator certain information that is relevant to the backing activities. Such information includes but is not limited to the Backer's User ID, name, backing amount, contact information and for some products or services or other rewards or donations, whereby the Project Creator needs further information from Backers, such as a mailing address or other customising information, to enable the Project Creator to produce or customise or deliver them or to send information. Backers agree that FRINGEBACKER shall provide such information to the Project Creator, and also agree to provide such requested information to the Project Creator upon request.

## 6. Fees and Payments

Joining FRINGEBACKER is free. However, we do charge fees for certain services so that we can continue to maintain this service for everyone to enjoy. When you use a service that has a fee you have an opportunity to review and accept the fees that you will be charged. You are responsible for paying all fees and taxes associated with your use of the Service. By backing or creating a project, you agree to be bound by the following terms:

- Backers agree to provide their payment information at the time they back a project. These payments will be collected during the validity of the project or after the project's stated deadline (if any).
- The amount that Backers back (together with any postage or related delivery charges for their rewards, and any other amount that is agreed by Backers before they back) is the amount that they will be charged (the "Backing Amount").
- If the project has a required minimum funding target by a stated deadline (an "All-or-Nothing Project"), FRINGEBACKER will pay backed amounts over to the Project Creator only if the total amount of money that is backed as of the deadline is at least equal to this minimum backing target.
- In the case of all other projects (that is, any project which is not an All-or-Nothing Project), FRINGEBACKER may pay backed amounts over to the Project Creator at any time.
- Backers consent to FRINGEBACKER and its payment partners charging, authorising or reserving a charge on their payment card or other payment method for any amount up to the Backing Amount at any time between the time of the backing and the time of the collection of the backed funds.
- Backers agree to have sufficient funds or credit available immediately to ensure that the Backing Amount will be collectible.
- Project Creators should not take any action in reliance on receiving the money that is backed until they have the ability to withdraw and spend the money.
- Project Creators agree that in case there is any failure in processing or otherwise in relation to receiving payment from Backers, for any reason whatsoever, FRINGEBACKER absolutely cannot and does not guarantee at all, and does not provide any assurance as to, the receipt of any of the uncollected or unprocessed amounts.
- FRINGEBACKER and its payment processors (e.g., payment processing companies, credit card companies, banks, etc.) will deduct their respective fees before transmitting backed amounts to Project Creators. Fees charged by such payment processors and time taken to process each such payment may vary depending on the form of payment, the currency of the transaction, the type of credit card, the location of the bank or credit card company, and many other factors. Such fees charged by payment processors and the time taken to process each such payment may be amended by such payment processors from time to time without notice.
- FRINGEBACKER reserves the right to cancel a Backing Amount at any time and for any reason.
- Amounts backed by Backers may be collected by a payment processing company or a credit card company or bank or other payment service provider. FRINGEBACKER is not responsible for the performance of payment services.

## 7. Refunds

- Backings that are donations (that is, a backing for a project that does not have a required minimum funding target by a stated deadline on FRINGEBACKER, regardless whether there is any product or service or other reward that needs to be delivered to the Backer, regardless whether

the Project Creator or beneficiary itself is a charity or not) are at Backers' own risk. Backers are responsible for ensuring for themselves that they understand how their money will be used by the Project Creator or beneficiary individual, event, charity or other organisation. Backers agree that, by donating, (a) they are comfortable donating to or otherwise know and trust the Project Creator and beneficiary, (b) the donation is legal in his jurisdiction, (c) the donation is made as an unrestricted gift and is not specified for any particular purpose, and (d) the donation is final and non-refundable. The Company does not in any way warrant that funds that are donated will be used for any particular purpose and is not responsible for any misuse of the funds by the Project Creator or the beneficiary.

- If you wish to cancel or reduce the amount that you have backed for a project that has a required minimum funding target by a stated deadline (that is, an All-or-Nothing Project), you can cancel or reduce the amount that you have backed by contacting FRINGEBACKER in writing no later than 7 working days before its stated deadline.
- If a project has a required minimum funding target by a stated deadline (that is, an All-or-Nothing Project), and if this minimum funding target is not met by this stated deadline, then all backed amounts will be refunded to Backers in full. The time taken for the refunding of backed amounts to Backers varies depending on the form of payment, the currency of the transaction, the type of credit card, the location of the bank or credit card company, and many other factors.
- Naturally, if there are foreign exchange conversions involved in either the backing or the refund, your refund might not be the same as your backing due to this reason. Or if there are bank, credit card or other remittance-related charges involved (e.g., bank fees in transferring funds or bank fees in accepting cash deposits or bank fees in cashing a cheque, etc.), then your refund also might not be the same as your backing due to this reason.
- Project Creators must execute their projects as they planned or committed during their campaign. If they promise to deliver products or services or other rewards, they agree that they must deliver them by the estimated delivery dates. In the case of unavoidable delays, Project Creator agrees to promptly update and inform FRINGEBACKER and his Backers as to his progress and also the new estimated delivery date. For backings other than donations, if there is significant delay in the promised delivery of products or services or other rewards, or if the project is terminated, or if the Project Creator for any reason cannot or will not fulfil the promised delivery of products or services or other rewards, or if the delivered product or service or other reward does not correlate with what was described, the Project Creator will make full refund promptly to his Backers.

## 8. Disputes

If FRINGEBACKER determines that any warranty made by the Project Creator has been breached, that any representation made by the Project Creator was untrue when made or deemed made, or that a bona fide claim, dispute and/or chargeback on any backed amounts (whether paid or not yet paid to the Project Creator) has arisen or exists between Project Creator and Backer in relation with the Service, FRINGEBACKER has the right to claim from and/or refuse to pay the Project Creator any backed amounts (whether paid or not yet paid to the Project Creator). FRINGEBACKER's good faith determination made under this paragraph shall be final and binding. Project Creators agree not to claim or sue or make any collection thereon.

As a result of any claim, dispute and/or chargeback on any backed amounts (whether paid or not yet paid to the Project Creator), Project Creators agree to defend FRINGEBACKER against all claims and to indemnify in full and hold FRINGEBACKER harmless from all costs, losses and liability (including legal fees and expenses) resulting from such claim, dispute and/or chargeback.

FRINGEBACKER is under no obligation to become involved in disputes between any Users, or between Users and any third party. You release FRINGEBACKER, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way howsoever related to such disputes and the Service.

## 9. Projects

You may not use FRINGEBACKER for selling (or for advance payment to sell) products or services or for activities that: (i) violate any law, statute, ordinance or regulation; (ii) relate to (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) illegal drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (e) items that are considered obscene, (f) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (g) certain sexually oriented materials or services, or (h) ammunition, firearms, or certain firearm parts or accessories, or (i) certain weapons or knives regulated under applicable law; (iii) relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card or similar kinds of financial instrument, (d) are by payment processors to collect payments on behalf of merchants, (e) are associated with the following money service business activities: the sale of traveller's cheques or money orders, currency exchanges or cheque cashing, or (f) provide certain credit repair or debt settlement services; (iv) involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent; (v) violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices; (vi) involve illegal involvement in gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that illegally facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and illegal sweepstakes unless the operator has obtained prior approval from FRINGEBACKER and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law. This list is, at the sake of being boringly repetitive, merely a list of some examples, and is not exhaustive -- FRINGEBACKER retains absolute discretion to prohibit any project or any kind of project, without needing to give any reason for its decision. If you submit a project to FRINGEBACKER, you are deemed to have agreed to FRINGEBACKER's absolute discretion in this manner.

FRINGEBACKER reserves the right to reject, cancel, interrupt, remove, or suspend a project at any time and for any reason whatsoever, in FRINGEBACKER's sole and absolute discretion. FRINGEBACKER is absolutely and unequivocally not liable for any damages or loss whatsoever, whether direct or indirect or consequential or otherwise, whether tangible or intangible, whether reputational or otherwise, as a result of or in any way related to, any of those actions. FRINGEBACKER's policy is not to comment on the reasons for any of those actions, but even if FRINGEBACKER is deemed to have commented on the reasons for any particular action, that comment absolutely does not change the fact that its policy is not to comment, and therefore it does not mean that FRINGEBACKER will then comment on other actions in the future.

## 10. Third-Party Sites

The Service may permit you to link to other websites or resources on the internet, and other websites or resources may contain links to the Site. When you access third-party websites, you do so at your own risk. Those other websites are not under the Company's control, and you acknowledge that the Company is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with the Company. You further acknowledge and agree that the Company shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

## 11. Content and License

You agree that the Service contains Content provided by the Company and its partners and Users and that the Content may be protected by copyrights, trademarks, service marks, patents, trade secrets, or other rights and laws. You shall abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed through the Service.

The Company grants to each User of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution, or storage of any Content for other than personal, non-commercial use is prohibited without prior written permission from the Company, or from the copyright holder. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right.

## 12. Intellectual Property of Users

By submitting User Submissions on the Site or otherwise through the Service, you agree to the following terms:

- The Company will not have any ownership rights over your User Submissions. However, the Company needs the following license to perform and market the Service, whether for FRINGEBACKER, or on your behalf, or on behalf of its other Users and itself. You therefore agree to grant to the Company the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable right to (and to allow others acting on its behalf to) (i) use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Submissions and your trademarks, service marks, slogans, logos, and similar proprietary rights (collectively, the "Trademarks") in connection with (a) the Service, (b) the Company's (and its successors' and assigns') businesses, (c) promoting, marketing, and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third-party websites); (ii) take whatever other action is required to perform and market the Service; (iii) allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Submissions and Trademarks in connection with the Service; and (iv) use and publish, and permit others to use and publish, the User Submissions, Trademarks, names, likenesses, and personal and biographical materials of you and the members of your group, in connection with the provision or marketing of the Service. The foregoing licence that is granted to the Company does not affect your other ownership or licence rights in your User Submissions, including the right to grant additional licences to your User Submissions.

You are publishing your User Submission, and you may be identified publicly by your name or User ID or other information in association with your User Submission.

- You grant to each User a non-exclusive license to access your User Submissions through the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use.
- You further agree that your User Submissions will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant FRINGEBACKER all of the license rights granted herein.
- You will pay all royalties and other amounts owed to any person or entity based on your Submitting User Submissions to the Service or the Company's publishing or hosting of the User Submissions as contemplated by these Terms of Use.
- The use or other exploitation of User Submissions by the Company and Users as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- The Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Submissions.
- All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.
- The Company will not be liable for any errors or omissions in any Content.
- The Company cannot and does not guarantee the identity of any other Users with whom you may interact while using the Service.
- All Content you access through the Service is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

FRINGEBACKER has adopted a policy of, in appropriate circumstances, terminating User accounts that are infringers of the intellectual property rights of others. FRINGEBACKER also may terminate a User's account even if it is based on a single infringement. If FRINGEBACKER does not terminate a User's account after it becomes aware of an infringement, it does not in any way mean that FRINGEBACKER has waived its right to do so at any time afterwards.

## 13. Copyright Notifications

FRINGEBACKER will remove infringing materials if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify FRINGEBACKER in writing. Your notice must contain at least the following information (please confirm these requirements with your lawyer):

- an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the Site, sufficient for FRINGEBACKER to locate the material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.
- If you believe that your work has been removed or disabled by mistake or misidentification, please notify FRINGEBACKER in writing. Your counter-notice must contain the following information (please confirm these requirements with your lawyer):
  - a physical or electronic signature of the user of the Services;
  - identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
  - a statement made under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
  - your name, address, telephone number, and a statement that you consent to the jurisdiction of all courts that are located at your address, and that you will accept service of process from the person who provided notification or from an agent of such person.

Any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability. If you fail to comply with these notice requirements, your notification or counter-notification may not be valid. Notice of alleged copyright infringement should be sent to us at [info@fringebacker.com](mailto:info@fringebacker.com).

#### 14. Termination

The Company may terminate your access to the Service, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid to the Company are non-refundable. All provisions of the Terms of Use that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

#### 15. Warranty Disclaimer

The Company has no special relationship with or fiduciary duty to you whatsoever. You acknowledge that the Company has no duty to take any action regarding any of the following: which Users gain access to the Site; what Content Users access through the Site; what effects the Content may have on Users; how Users may interpret or use the Content; or what actions Users may take as a result of having been exposed to the Content. The Company cannot guarantee the authenticity of any data or information that Users provide about themselves or their campaigns and projects. You release the Company from all liability for your having acquired or not acquired Content through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. The Company makes no representations concerning any Content on the Site, and the Company is not liable for the accuracy, copyright compliance, legality, or decency of material contained on the Service.

The service is provided "as is" and "as available" and is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. The Company, and its directors, employees, agents, suppliers, partners, and content providers do not warrant that: (a) the service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the service is free of viruses or other harmful components; or (d) the results of using the service will meet your requirements. Your use of the service is solely at your own risk. Some states or countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

The Company makes no guaranty of confidentiality or privacy of any communication or information transmitted on the site or any website linked to the site. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

#### 16. Indemnification

You shall defend, indemnify, and hold harmless the Company, its affiliates, and each of its and its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Service and Content, or otherwise from your User Submissions, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

#### 17. Limitation of Liability

In no event shall the Company, nor its directors, employees, agents, partners, suppliers, or content providers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the service (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages.

FRINGEBACKER is not liable for any damages or loss incurred related to rewards or any other use of the Service. This includes, but is not limited to, delivery of goods and services, donations, and any other terms, conditions, warranties, or representations associated with campaigns on the Site. FRINGEBACKER

does not oversee the performance or punctuality of projects. The Company does not endorse or support any User Submissions -- nothing that FRINGEBACKER does or says or omits to do or omits to say should be interpreted as any kind of endorsement or support by FRINGEBACKER.

## **18. International**

Accessing the Service is prohibited from territories where the Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

## **19. Electronic Delivery, Notice Policy, and Your Consent**

By using the Services, you consent to receive from FRINGEBACKER all communications including notices, agreements, legally required disclosures, or other information in connection with the Services (collectively, "Contract Notices") electronically. FRINGEBACKER may provide the electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Services.

## **20. Governing Law**

These Terms of Service (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of Hong Kong, without giving effect to any principles of conflicts of law, and without application of the United Nations Convention of Controls for International Sale of Goods. You agree that the Company and its Services are deemed a passive website that does not give rise to personal jurisdiction over FRINGEBACKER or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than Hong Kong. You agree that any action at law or in equity arising out of or relating to these terms, or your use or non-use of the Services, shall be filed only in Hong Kong and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

## **21. Integration and Severability**

These Terms of Use and other referenced material are the entire agreement between you and the Company with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company with respect to the Service and govern the future relationship. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **22. Miscellaneous**

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation. The Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

If there is any inconsistency between the English and other language versions of these Terms of Use, the English version shall prevail.

Updated: 13 May 2015