# **Privacy Policy**

Infinity 2 Global respects and is committed to protecting your privacy. That is why we have adopted this Privacy Policy. This Privacy Policy lets you know how and for what purposes your personal information is being collected, processed and used. We pledge that we will take reasonable steps to ensure that your personal information will only be used in ways that are in compliance with this Privacy Policy. This Privacy Policy is only in effect for any web pages, e-mail lists, collective non-user-specific information and collective personal information collected on or through the Infinity 2 Global website, located at www.I2G.com, as well as any online features, services and/or programs offered by Infinity 2 Global (collectively, the "Website").

Use of Information

Information collected by Infinity 2 Global is used for five main purposes. First, we collect information to improve the Website by determining which of our areas, features and forums are most popular. Second, we collect information to personalize the experience of the users of the Website. For example, users of some of the features of the Website are required to create a User Account, User ID and password in order to access those features. Third, we collect information to enable our users to participate in features, services, programs and/or other activities from time to time. Finally, we collect information to enable our users to purchase our products directly through the Website.

In order to participate in many features, services and/or programs of the Website, we may require that you provide us with certain specific information, such as your full name, Infinity 2 Global information, mailing address, telephone number, e-mail address, gender, personal interests and/or other information specific to you. If you want to purchase products directly through the Website, we will also require that you provide us with credit card information, your customer number (if you have one) and related information. You can choose whether or not to provide us with this information, but if you choose not to provide any required information, your experience on the Website may be diminished and some features may not be available or may not work as intended. If you choose not to provide the required credit card information, you may not be able to purchase products through the Website.

# Credit Card Information

The Website is designed to protect the privacy of your credit card information, name, address, e-mail and any other information that you may provide us. Infinity 2 Global is committed to data security with respect to information collected on our site. We offer the industry standard security measures available by utilizing a Secure Socket Layer ("SSL") connection.

# How Information is Collected

#### **IP** Address

Every computer connected to the internet is given a domain name and a set of numbers that serve as that computer's "internet Protocol", or IP, address. When a user requests a web page from the Website, our web servers automatically recognize that user's unique IP address. We may use this information to examine our traffic in the aggregate, but do not collect and evaluate this information for individuals. Our web servers do not automatically record e-mail addresses of users.

#### Cookies

From time to time, we and/or our affiliates or advertisers may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your internet browser from a web server and stored on your computer's hard drive. A cookie, by itself, cannot read data from your hard disk or read cookie files created by other websites. A cookie, by itself, does not damage your system. We may use cookies to identify and keep track of those areas of the Website that you have visited in the past in order to

enhance your next visit to the Website. Our advertisers may also use cookies to ascertain how many times that you have seen an advertisement. We and our advertisers may use this information to better personalize the content, banners and promotions that you see on the Website. You can choose whether or not to accept cookies by changing the settings of your internet browser. If you choose not to accept cookies, your experience on the Website may be diminished and some features may not be available or may not work as intended.

The Website may use Adobe Flash Player. Local shared objects, also known as "flash cookies", may be used on the Website from time to time. Flash cookies may therefore be stored on your computer when you use the Website. For information on how to delete or disable flash cookies, see <a href="http://kb2.adobe.com/cps/526/52697ee8.html">http://kb2.adobe.com/cps/526/52697ee8.html</a> for details.

However, please note that, if you choose to restrict the use of flash cookies, your experience on the Website may be diminished and some features may not be available or may not work as intended.

In addition to the other times or occasions on which we might disclose information about users of the Website, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to:

- (a) comply with a legal process;
- (b) enforce this Privacy Policy;
- (c) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided from or on the Website violates the rights of third parties; and/or
- (d) protect the rights, property or personal safety of Infinity 2 Global, its partners or users or the public.

We use reasonable precautions to keep the information that is disclosed to us secure. We reserve the right to transfer information in connection with the sale or other disposition of all or part of Infinity 2 Global business and/or assets. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us. The Website may also link to a variety of other websites and the Website may contain advertisements of third parties. We are not and cannot be responsible for the privacy policies of those websites of third parties or how they treat information about their users.

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#### Value Added Benefits

We may request that you provide us with the personal information identified in the "Use of Information" Section of this Privacy Policy for the purposes identified in that Section. Whenever we request personal information from a user of the Website, we will make an effort to indicate the purpose of the inquiry at the time the information is requested. In order to provide users of the Website with many of the added values and special offers of reputable organizations and retailers, we may provide some or all of your personal information to reputable third-party companies. Additionally, we may from time to time send e-mail to you announcing new features, services and/or programs offered through the Website. You may also receive mailings, telephone calls and/or facsimiles from other reputable, third-party companies. Users have the option of not participating in these value added benefits by following the procedure for withholding your personal information that is set forth at the end of this Privacy Policy.

When you create a User Account, User ID and password on the Website, and when you participate in any of the features, services and/or programs offered through the Website, we may request your full name, Infinity 2 Global information, mailing address, telephone number, e-mail address, gender, personal interests and/or other relevant information specific to you. If you choose to purchase products directly through the Website, you will also be required to provide us with credit card information, your customer number (if you have one) and related information. This information will allow us to create your User Account and provide you with information that we believe will be important and relevant to you. This information may also be used by us to notify you of features, services and/or programs that may be of interest to you.

Whenever we collect personal information about you, we will make an effort to include a link to this Privacy Policy on that page.

# Member Account, Password and Security

For certain features available through the Website, we may require the use of encryption technologies provided for your protection and/or your use of a User ID and password after setting up a User Account. We use reasonable precautions to protect the privacy of your User ID, password, User Account information and credit card information by utilizing an SSL connection. Accordingly, your User ID, password, User Account information and credit card information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Website. You, however, are ultimately responsible for protecting your User ID, password, User Account information and credit card information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to:

- (a) immediately notify Infinity 2 Global of any unauthorized use of your User ID, password and/or User Account, and/or any other breach of security, and
- (b) ensure that you exit from your User Account at the end of each session. While we may provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

#### Information From Children

The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect personally identifiable data from any person that we know to be under the age of thirteen (13). If we learn that a user under the age of thirteen (13) is publicly posting or sharing personally identifiable information on or through the Website, then we will use reasonable measures to block that user from accessing these areas of the Website.

Parents should be aware that Infinity 2 Global's Privacy Policy will govern our use of personal data, but also that information that is voluntarily given by children – or others – in chat sessions, e-mail exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. Infinity 2 Global encourages all parents to instruct their children in the safe and responsible use of their personal data while using the internet.

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#### Users Outside the United States

Because Infinity 2 Global's Website is accessible globally, the information that we collect may be made available to our affiliates, partners and subsidiaries worldwide. For those users visiting us from the outside the United States, please note that Infinity 2 Global may transfer your personally identifiable data outside of your country for use for any of the purposes described above. By using the Website and providing Infinity 2 Global with your personal data, you consent to such transfer of your personal data. Privacy Outside the Website

The Website contains various links to other websites, including links to various third party service providers. Infinity 2 Global is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services you voluntarily elect to utilize, we do not share any of the personal information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-personally identifiable data with those other websites. Please check with those websites in order to determine their privacy policies and your rights under them.

#### General Terms and Conditions

Your use of the Website will also be governed by the Infinity 2 Global General Terms and Conditions: Terms and Conditions.

# Governing Law

This Privacy Policy will be governed by the laws of the State of California, without giving effect to any principles of conflicts of laws. By using or accessing the Website, you agree that any claim between you and us arising out of or relating to your use of the Website or this Privacy Policy will be filed only in the state or federal courts in Los Angeles County, California, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

# Your Consent To This Privacy Policy

By using the Website, you consent to the collection and use of information by us as specified above or as we otherwise see fit unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Policy, we will make an effort to post those changes on this web page so that you will always be able to understand what information we collect, how we use that information and under what circumstances we may disclose that information to others. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments of any kind, if you see anything on the Website that you think is inappropriate or if you would like to have any or all of your personal information withheld from third party organizations and companies and/or from third party service providers, please let us know through our Contact Us page or by sending your comments or requests to:

Infinity 2 Global, Inc.

P.O. Box 103-342 387 Magnolia Avenue Corona, CA 92879

Attn: Customer Care - Website Issues info@i2g.com

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EFFECTIVE AS OF: JANUARY 4, 2012 LAST UPDATED: JANUARY 4, 2012

# **Subscriber Terms and Conditions**

These Terms and Conditions were written in English (US). To the extent any translated version of these Terms and Conditions conflict with the English version, the English version controls.

Please read these Terms and Conditions (these "Terms") carefully before using Infinity 2 Global. These Terms govern our relationship with users and others who interact with Infinity 2 Global. By using or accessing Infinity 2 Global, you agree to these Terms. You should review these Terms regularly as they may change at from time to time. If you do not agree to any portion of these Terms, you should not access or otherwise use Infinity 2 Global.

#### 1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Infinity 2 Global to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions: Privacy Policy.

# 2. Sharing Your Content and Information

You own all of the content and information you post on Infinity 2 Global, and you can control how it is shared through your privacy and application settings. In addition:

#### 2.1

For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Infinity 2 Global ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

#### 2.2

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

# 2.3

When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy.)

#### 2.4

When you publish content or information, it means that you are allowing everyone, including people off of Infinity 2 Global, to access and use that information, and to associate it with you (i.e., your name and profile picture).

#### 2.5

We always appreciate your feedback or other suggestions about Infinity 2 Global, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

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# 3. Safety

We do our best to keep Infinity 2 Global safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

#### 3.1

You will not send or otherwise post unauthorized commercial communications (such as spam) on Infinity 2 Global.

#### 3.2

You will not collect users' content or information, or otherwise access Infinity 2 Global, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.

# 3.3

You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Infinity 2 Global.

#### 3.4

You will not upload viruses or other malicious code.

#### 3.5

You will not solicit login information or access an account belonging to someone else.

#### 3.6

You will not bully, intimidate, or harass any user.

#### 3.7

You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

#### 3.8

You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.

#### 3.9

You will follow all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Infinity 2 Global.

#### 3.10

You will not use Infinity 2 Global to do anything unlawful, misleading, malicious, or discriminatory.

#### 3.11

You will not do anything that could disable, overburden, or impair the proper working of Infinity 2 Global, such as a denial of service attack.

#### 3.12

You will not facilitate or encourage any violations of these Terms.

# 4. Registration and Account Security

Infinity 2 Global users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

#### 4.1

You will not provide any false personal information on Infinity 2 Global, or create an account for anyone other than yourself without their permission.

#### 4.2

You will not create more than one personal profile.

# 4.3

If we disable your account, you will not create another one without our permission.

# 4.4

You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).

#### 4.5

You will not use Infinity 2 Global if you are a convicted sex offender.

#### 4.6

You will keep your contact information accurate and up-to-date.

# 4.7

You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.

4.8

You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.

4.9

If you select a username for your account, we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name). Top  $\uparrow$ 

# 5. Age Requirements

#### 5.1

If you are an individual user, then, by accepting these Terms and using Infinity 2 Global, you represent that you are at least 13 years of age and you have the legal authority to agree to be bound by these Terms.

5.2

If you are at least 13 years of age and less than 18 years of age, then you represent that:

- (a) your parent or legal guardian has consented to your using Infinity 2 Global and providing your personal information in connection with your activities on Infinity 2 Global; and
- (b) your parent or legal guardian has read and accepted these Terms on your behalf.

#### 5.3

If you are under 13 years of age, then please do not use Infinity 2 Global.

# 6. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

6.1

You will not post content or take any action on Infinity 2 Global that infringes or violates someone else's rights or otherwise violates the law.

#### 6.2

We can remove any content or information you post on Infinity 2 Global if we believe that it violates these Terms.

6.3

If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

6.4

If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

6.5

You will not use our copyrights or trademarks (including Infinity 2 Global, the Infinity 2 Global, the Real Infinity 2 Global), or any confusingly similar marks, without our written permission.

6.6

If you collect information from users, you will: obtain their consent, make it clear you (and not Infinity 2 Global) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

6.7

You will not post anyone's personally identifiable information or financial or health information on Infinity 2 Global.

6.8

You will not tag users or send email invitations to non-users without their consent.

6.9

It is our policy not to permit materials known by us to be infringing to remain on Infinity 2 Global. If you believe that anything on Infinity 2 Global infringes someone else's intellectual property rights, please let us know immediately.

6.10

To be effective, notices of copyright infringement must be in writing and contain the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on Infinity 2 Global that is reasonably sufficient to enable us to identify and find the material;
- (iv) your name, address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the use in question is not authorized by the copyright owner, its agent or the law; and

(vi) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

#### 6.11

Notices of copyright infringement under the Digital Millennium Copyright Act (the "DMCA") should be sent to <u>dmca@i2g.com</u>, or sent to:

Infinity 2 Global Copyright Agent, P.O. Box 103-342, 387 Magnolia Avenue, Corona, CA 92879.

All notices should be marked "DMCA Takedown Request".

Emails sent to dmca@i2g.com for purposes other than communication about copyright infringement may not be answered.

#### 6.12

Once we receive proper notice of claimed infringement under the DMCA, we will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim by the person who sent us the notice.

# 6.13

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or under the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Infinity 2 Global Copyright Agent:

- (i) your physical or electronic signature;
- (ii) identification of the content that was removed or to which access was disabled and the location at which the content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

# 6.14

If a counter-notice is received by the Infinity 2 Global Copyright Agent, Infinity 2 Global may send a copy of the counter-notice to the original complaining party telling them that it may replace the removed content or stop disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, in I2G's sole discretion. Top  $\uparrow$ 

#### 7. Mobile

We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

#### 7.1

In the event you change or deactivate your mobile telephone number, you will update your account information on Infinity 2 Global within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

#### 7.2

You will provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Infinity 2 Global, as well as your name and profile picture.

# 8. Payments

#### 8.1

If make a payment on Infinity 2 Global or use Infinity 2 Global Credits, you agree to our Payments Terms.

#### 8.2

If you choose to use paid aspects of Infinity 2 Global, you agree to the pricing, payment and billing policies posted on Infinity 2 Global applicable to such fees and charges, plus any applicable taxes. Infinity 2 Global reserves the right to add new services for additional fees and charges, or prospectively add fees and charges for existing services.

# 8.3

You must pay in advance for all paid aspects of Infinity 2 Global that you sign up for (if any). It is your job to make sure that your credit or debit cards or other payment instruments that are accepted by Infinity 2 Global remain valid and sufficient for these purposes.

#### 8.4

Infinity 2 Global may exercise its suspension or termination rights as provided in Section 14 below in the event of any payment delinquency.

# 8.5

Infinity 2 Global does not accept returns or provide refunds of products or services purchased from Infinity 2 Global. For disclosure purposes, the legal name under which Infinity 2 Global does business is Infinity 2 Global Inc. and the address from which business is conducted is set forth at the end of these Terms.

# 9. Special Provisions Applicable to Share Links

If you include our Infinity 2 Global Link button on your website, the following additional terms apply to you:

9.1

We give you permission to use an Infinity 2 Global Link button so that users can post links or content from your website on Infinity 2 Global.

9.2

You give us permission to use and allow others to use such links and content on Infinity 2 Global.

9.3

You will not place an Infinity 2 Global Link button on any page containing content that would violate these Terms if posted on Infinity 2 Global.

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# 10. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

10.1

You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our Infinity 2 Global Platform Policies.

#### 10.2

Your access to and use of data you receive from Infinity 2 Global will be limited as follows:

- (a) You will only request data you need to operate your application.
- (b) You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
- (c) You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
- (d) You will delete all data you receive from us concerning a user if the user asks you to do so, and you will provide a simple to use, easy to find mechanism for users to make such a request.
- (e) You will not include data you receive from us concerning a user in any advertising creative.
- (f) You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
- (g) You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
- (h) We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
- (i) We can limit your access to data.
- (j) You will comply with all other restrictions contained in our Infinity 2 Global Platform Policies.

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You will not give us information that you independently collect from a user or a user's content without that user's consent.

#### 10.4

You will make it easy for users to remove or disconnect from your application.

#### 10.5

You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.

#### 10.6

You will provide customer support for your application.

#### 10.7

You will not show third party ads or web search boxes on Infinity 2 Global.

#### 10.8

We give you all rights necessary to use the code, APIs, data, and tools you receive from us.

#### 10.9

You will not sell, transfer, or sublicense our code, APIs, data, or tools to anyone.

#### 10.10

You will not misrepresent your relationship with Infinity 2 Global to others.

#### 10.11

You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Infinity 2 Global Platform Policies.

#### 10.12

We can issue a press release describing our relationship with you.

# 10.13

You will comply with all applicable laws. In particular you will (if applicable):

- (a) have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act; and
- (b) comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Infinity 2 Global. You represent that any disclosure to us will not be incidental to the ordinary course of your business.

#### 10.14

We do not guarantee that Platform will always be free.

#### 10.15

You give us all rights necessary to enable your application to work with Infinity 2 Global, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.

#### 10.16

You give us the right to link to or frame your application, and place content, including ads, around your application.

#### 10.17

We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).

#### 10.18

To ensure your application is safe for users, we can audit it.

#### 10.19

We can create applications that offer similar features and services to, or otherwise compete with, your application. Top  $\uparrow$ 

# 11. About Advertisements and Other Commercial Content Served or Enhanced by Infinity 2 Global

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

#### 11.1

We will not give your content or information to advertisers without your consent.

You understand that we may not always identify paid services and communications as such.

# 12. Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on Infinity 2 Global or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

#### 12.1

When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we will do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.

#### 12.2

In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.

#### 12.3

You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.

#### 12.4

We will determine the size, placement, and positioning of your ads.

#### 12.5

We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.

#### 12.6

We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems that attempt to detect and filter certain suspicious activity, learn more here.

#### 12.7

You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads until they stop running.

Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.

#### 12.9

We can use your ads and related content and information for marketing or promotional purposes.

#### 12.10

You will not issue any press release or any make public statements about your relationship with Infinity 2 Global without our prior written permission.

#### 12.11

We may reject or remove any ad for any reason.

#### 12.12

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

- (a) You warrant that you have the legal authority to bind the advertiser to these Terms; and
- (b) You agree that, if the advertiser you represent violates these Terms, we may hold you responsible for that violation. Top  $\uparrow$

# 13. Amendments

#### 13.1

By using the Website, you consent to the collection and use of information by us as specified above or as we otherwise see fit unless you inform us otherwise by means of the procedure identified below. If we decide to change these Terms, we will make an effort to post those changes on this web page. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

# 14. Suspension or Termination

#### 14.1

You may terminate or close your account with Infinity 2 Global at any time for any reason. If that happens, Infinity 2 Global will have no further obligation or liability to you under these Terms or otherwise, and you will not be entitled to any compensation or other payment, remedy, recourse or refund.

Infinity 2 Global may suspend or terminate your account if you violate the letter or spirit of these Terms, or if you otherwise create risk or possible legal exposure for us. We will notify you by email or at the next time you attempt to access your account. these Terms Upon any termination of your account under this Section, you may not re-subscribe to Infinity 2 Global, or return to Infinity 2 Global through any other or future account that you or anyone else may set up, except with Infinity 2 Global's prior consent.

#### 14.3

If Infinity 2 Global suspends or discontinues any or all of its services, in whole or in part, for any reason, Infinity 2 Global may suspend or terminate your account and/or your access to any of our services. If that happens, except as described in Section 14.4 below, you will not be entitled to be paid for that suspension or termination, and we will not have any liability to you for that suspension or termination.

#### 14.4

Upon any termination of your account under Sections 14.2 or 14.3, we will pay you the current value of the credit balance held in your account, if any. This will be your exclusive remedy and our sole liability. In order to receive this payment, you must establish and tell us about a verified PayPal account where we can send the money. We will deduct from your payment any outstanding fees or charges that are then owed to Infinity 2 Global.

#### 14.5

If your account is terminated, you will no longer be able to access any content or data that you stored with Infinity 2 Global. You should only store content and data with Infinity 2 Global if you are willing to permanently lose the ability to access it.

#### 14.6

Even if your account is terminated, the following Sections will still apply: 2, 6, 8, 9, 10, 12, 15, 16, 17, 18 and 19.

# 15. Disputes

#### 15.1

You will resolve any claim, cause of action or dispute (each, a "claim") you have with us arising out of or relating to these Terms or Infinity 2 Global exclusively in a state or federal court located in Los Angeles County, California. The laws of the State of California will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Los Angeles County, California for the purpose of litigating all such claims.

15.2

If anyone brings a claim against us related to your actions, content or information on Infinity 2 Global, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

#### 15.3

WE TRY TO KEEP INFINITY 2 GLOBAL UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING INFINITY 2 GLOBAL "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT INFINITY 2 GLOBAL WILL BE SAFE OR SECURE. INFINITY 2 GLOBAL IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR INFINITY 2 GLOBAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR INFINITY 2 GLOBAL WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, INFINITY 2 GLOBAL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Top ↑

# 16. Third Party Content

# 16.1

We may provide hyperlinks to other websites maintained by third parties, or we may provide third party content on Infinity 2 Global by framing or other methods. THE LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEBSITE IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEBSITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO INFINITY 2 GLOBAL, YOU DO SO ENTIRELY AT YOUR OWN RISK.

#### 16.2

If a third party links to Infinity 2 Global, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with Infinity 2 Global. In most cases, we are not even aware that a third party has linked to Infinity 2 Global. A third party website that links to Infinity 2 Global:

- (a) may link to, but not replicate, any content on Infinity 2 Global;
- (b) may not create a browser, border environment or frame any content on Infinity 2 Global;
- (c) may not imply that we are endorsing it or its products or services;
- (d) may not misrepresent its relationship with Infinity 2 Global;
- (e) may not present false or misleading information about our products or services;
- (f) should not include content that could be construed as distasteful, offensive or controversial; and
- (g) should contain only content that is appropriate for all age groups.

# 17. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

#### 17.1

You consent to having your personal data transferred to and processed in the United States.

#### 17.2

If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on Infinity 2 Global (such as advertising or payments) or operate a Platform application or website.

#### 17.3

We make no representation that content on Infinity 2 Global is appropriate or available for use outside the United States.

#### 17.4

Access to Infinity 2 Global from jurisdictions where such access is illegal is prohibited.

#### 17.5

If you choose to access Infinity 2 Global from outside the US, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violation of law.

#### 17.5

You may not use or export any content in violation of US export laws and regulations.

#### 17.6

You will comply with all laws regarding the transmission of technical data exported from the US and imported into the country where you are located (if not the US).

#### 18. Definitions

#### 18.1

By "Infinity 2 Global", we mean the features and services we make available, including through

- (a) our website at www.I2G.com and any other Infinity 2 Global branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions);
- (b) our Platform;
- (c) social plugins, the share button and other similar offerings; and
- (d) other media, software (such as the desktop client), devices, or networks now existing or later developed.

#### 18.2

quot;Platform", we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Infinity 2 Global or provide data to us.

#### 18.3

By "information", we mean facts and other information about you, including actions you take.

#### 18.4

By "content", we mean anything you post on Infinity 2 Global that would not be included in the definition of "information."

#### 18.5

By "data", we mean content and information that third parties can retrieve from Infinity 2 Global or provide to Infinity 2 Global through Platform.

#### 18.6

By "post", we mean post on Infinity 2 Global or otherwise make available to us (such as by using an application).

# 18.7

By "use", we mean use, copy, publicly perform or display, distribute, modify, translate, and/or create derivative works of.

#### 18.8

By "active registered user", we mean a user who has logged into Infinity 2 Global at least once in the previous 30 days.

18.9

By "application", we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

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# 19. Other

#### 19.1

If you are a resident of US or have your principal place of business in the US or Canada, these Terms are an agreement between you and Infinity 2 Global, Inc. References to "us," "we," and "our" means Infinity 2 Global, Inc.

19.2

These Terms contain the entire agreement between the parties regarding Infinity 2 Global, and supersede any prior agreements.

19.3

If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

19.4

If we fail to enforce any of these Terms, it will not be considered a waiver.

19.5

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

19.6

All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

19.7

Nothing in these Terms shall prevent us from complying with the law.

19.8

These Terms do not confer any third party beneficiary rights.

19.9

You will comply with all applicable laws when using or accessing Infinity 2 Global.

Your use of Infinity 2 Global may also be subject to one or more of the following documents:

- · Privacy Policy: The Privacy Policy is designed to help you understand how we collect and use your information.
- · Payment Terms: These additional terms apply to all payments made on or through Infinity 2 Global.
- · Channel Owners Terms and Conditions: These Terms and Conditions apply to all Channel Owners.

If you have additional questions or comments of any kind, if you see anything on the Website that you think is inappropriate or if you would like to have any or all of your personal information withheld from third party organizations and companies and/or from third party service providers, please let us know through our **Contact Us page:** Contact Us or by sending your comments or requests to:

# Infinity 2 Global, Inc.

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Attn: Customer Care - Website Issues info@i2g.com

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