

CLUCK

TERMS OF USE & END USER LICENSE AGREEMENT

Effective Date: March 1, 2018

THIS IS A LEGAL AGREEMENT ("Agreement") BETWEEN YOU AND ROOMLET, INC. ("Cluck") WHICH COVERS YOUR LICENSE AND USE OF THE CLUCK BROWSER EXTENSION ("Extension"). AS USED HEREIN, "You" MEANS A USER OF THE EXTENSION. YOU SHOULD CAREFULLY READ THIS AGREEMENT, INCLUDING THE [CLUCK PRIVACY POLICY](#) WHICH IS INCORPORATED INTO AND A PART OF THIS AGREEMENT. IF YOU AGREE WITH THIS AGREEMENT, PLEASE CLICK "ACCEPT" AT THE BOTTOM OF AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE EXTENSION OR TO REGISTER ANOTHER PERSON TO USE THE EXTENSION.

All use of the Extension is governed by this Agreement (including any future revisions of this Agreement). Any use of the Extension not in accordance with this Agreement is expressly prohibited.

1. **Eligibility.** By downloading or using the Extension, you are making a representation to Cluck that you are an adult in the jurisdiction in which you reside and that you agree to this Agreement. The Extension is not designed for minors under the age of 13, and no minors under the age of 13 are permitted to use the Extension.
2. **Establishing an Account.**
 - 2.1. To establish an Account, you will be required to provide Cluck with certain personal information. Your failure to supply accurate information to Cluck when requested, or to update that information as it changes, may result in an interruption or cancellation of access to the Extension. You agree that we may handle your personal information as described in our [Privacy Policy](#). In particular (but without limitation), you acknowledge that, except in extraordinary circumstances as agreed to by Cluck in its sole discretion, YOUR REAL NAME AND, IF YOU PROVIDE ONE, YOUR PROFILE PHOTO, WILL BE DISPLAYED TO OTHER USERS OF THE EXTENSION, AND YOU HEREBY CONSENT TO SUCH DISPLAY. The purpose of displaying members' real names is to create accountability to discourage members from engaging in disruptive activity. You may also register by logging into your account with certain third party social media or social networking services ("SNS") (including, but not limited to, Facebook and Google) via the Services, as described herein. If you decide to register through an SNS, we will extract the personal information you have provided to the SNS (such as your "real" name, profile picture, email address and other information you make publicly available via the SNS) from the account you have with the applicable SNS and use that information to create your Account. The specific information that we extract may depend on the privacy settings you have with the SNS. YOU HEREBY CONSENT TO OUR ACCESS TO AND COLLECTION OF SUCH PERSONAL INFORMATION ABOUT YOU.
 - 2.2. During the registration process, you may also be required to select a password that is unique to your Account. You may not share the Account or your password with anyone except as expressly permitted under this Agreement. You are responsible for maintaining the confidentiality of your password, and you will be responsible for all uses of your password, whether or not authorized by you. In the event that you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your password, you must immediately notify Cluck by emailing support@cluck.com. You acknowledge and agree that Cluck and all other persons or entities involved in the operation of the Extension will have the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your Account in connection with the operation of the Extension.
3. **Grant of a Limited Use Software License.** THIS EXTENSION IS LICENSED, NOT SOLD. Cluck hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable software license to install the Extension on one computer owned by you or under your legitimate control for your personal, non-commercial purposes only. Without limiting the foregoing, the license

granted to you is subject to your compliance with the restrictions of use and obligations contained in Section 5. In addition, as further explained in Section 10, your right to use certain aspects of the Extension may be for a limited duration or may be terminated by Cluck.

4. Ownership.

4.1. All rights and title in and to the Extension (including any titles, computer code, themes, objects, concepts, artwork, animations, sounds, audio-visual effects, methods of operation, moral rights, and documentation), and any and all data and statistics generated by or in connection with the Extension, including without limitation, data and statistics generated as a result of your use of the Extension ("Data"), are owned by Cluck and are protected by United States and international laws.

4.2. Without limiting any of the foregoing, you acknowledge and agree that you have no ownership or other property interest in the Account, or any other attributes associated with the Account or stored on the Extension or any part thereof, and you further acknowledge and agree that all rights in and to the Account are and will forever be owned by and inure to the benefit of Cluck. Cluck does not recognize the transfer of Accounts. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt will be null and void.

4.3. Information and materials submitted to Cluck, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Extension or the business of Cluck (collectively, "Feedback"), will be considered non-confidential and non-proprietary with regard to you, but Cluck reserves the right to treat any such Feedback as the confidential information of Cluck. For this reason, we ask you not to send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information or any original creative materials such as product ideas, computer code, or original artwork. By submitting Feedback to Cluck, for valuable consideration, you hereby irrevocably and unconditionally grant and assign to Cluck and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (all together, "Assignees"): free of charge, all worldwide rights, title and interest in and to such Feedback, including without limitation all intellectual property and other rights in and to such Feedback. The Assignees will be entitled to use, sell, display, exploit, disclose, revise, and delete any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, in any manner and for any purpose whatsoever, including but not limited to developing, marketing and selling products and services using such Feedback, without restriction, without compensating you in any way and with or without identifying you as the creator of the Feedback. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy. You represent that you have all rights in the Feedback necessary to submit it and to grant and assign to the Assignees all right, title and interest in and to such Feedback. You further represent that the Feedback that you submit will not infringe the copyright, trademark, publicity/privacy right or other intellectual property or other right of any third party.

5. Limitations on Your Use of the Extension; Your Responsibilities.

5.1. You agree that you will not (a) modify or cause to be modified any files that are a part of the Extension, including the Data; (b) copy, photocopy or reproduce the Extension (except as expressly permitted in this Agreement), (c) translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Extension, or remove any proprietary notices or labels on the Extension; (d) create or use cheats, bots, "mods", and/or hacks, or any other third-party software designed to modify the Extension; or (e) use any software or other device that intercepts, "mines", or otherwise collects information (including Data) from or through the Extension or any aspect thereof. Notwithstanding the foregoing, you may update the Extension with authorized patches and updates distributed by Cluck. Failure to comply with the restrictions and limitations contained in this Section 5 will result in the immediate, automatic termination of the Extension and license granted hereunder and may subject you to liability.

- 5.2. Without limiting the foregoing, Cluck reserves the exclusive right to create derivative works based on the Extension, including the Data. You may not create derivative works based on the Extension.
- 5.3. You may not exploit the Extension or any of its parts, including the Data, for any commercial purpose, including use or display to others on the internet or any location-based site, without the express written consent of Cluck. You may not rent, lease or license or otherwise provide access to the Extension to any other person.
- 5.4. Only Cluck or its licensees have the right to host the Extension. You may not host, provide or develop matchmaking services for the Extension, or intercept, emulate or redirect the proprietary communication protocols used by Cluck in any way, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, tunneling, reverse engineering, modifying the Extension, adding unauthorized components to the Extension, or using a packet sniffer while the Extension is running. All connections to the Extension, whether created by the Extension or by tools and utilities, may only be made through methods and means expressly approved by Cluck. Under no circumstances may you connect, or create tools that allow you or others to connect, to the Extension's proprietary interface other than those expressly provided by Cluck for personal, non-commercial use.
- 5.5. You may not disrupt or assist in the disruption of (a) any computer used to support the Extension; or (b) any other user's Extension experience. ANY ATTEMPT BY YOU TO DISRUPT THE EXTENSION OR ANY PART THEREOF OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. You agree that you will not violate any applicable law or regulation in connection with your use of the Extension.

6. Your Information.

- 6.1. **Definition.** "Your Information" is defined as any information you provide to Cluck or other users; including, but not limited to, comments and opinions about listings: in the registration or transaction process; in any public area (including any member forums, message boards, and any other public message area); through email; or through any other feature of the Extension. You are solely responsible for Your Information, the consequences of providing Your Information, and your reliance on any information in any public or other areas of the Extension, and Cluck merely acts as a passive conduit for your online distribution and publication of Your Information. In the event that you feel threatened or believe that someone else is in danger, you should contact your local law enforcement agency immediately. Any of Your Information you share, including without limitation any discussions with others, in the Extension, is by design open to the public and is not private. Cluck reserves the right, but will not be obligated, to record any comments, dialogue or exchanges in the Extension. Cluck will have no responsibility for any actions taken, or failures to take action, with respect to Your Information. As with any public area on any website, Your Information may show up in third-party search engine results.

6.2. Restricted Activities. Your Information may not:

- (a) be false, inaccurate or misleading, including without limitation any misrepresentation of your identity, your age or your affiliation with any person or entity;
- (b) be fraudulent or involve the impersonation of any person or entity;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (d) include any private information of any third party, including without limitation addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

- (e) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising or obscenity);
 - (f) be defamatory, trade libelous, harmful, threatening, unlawful, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful, or racially, ethnically or otherwise objectionable;
 - (g) be obscene or contain child pornography;
 - (h) intimidate or harass another;
 - (i) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - (j) involve the posting, transmission, sharing or otherwise making available of any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
 - (k) create liability for Cluck or Cluck's representatives.
- 6.3. License. Solely to enable Cluck to use the information you supply Cluck, so that Cluck is not violating any rights you might have in that information, you agree to grant Cluck, and hereby do grant Cluck, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable (through multiple tiers), and transferable license to exercise all rights you have in Your Information (including without limitation copyright and publicity rights), in any media now known or not currently known.
- 6.4. Removal of Your Information. You understand and agree that Cluck may, but is not obligated to, review the Extension and may in Cluck's sole discretion delete or remove (without notice) any of Your Information, for any reason or no reason, including Your Information that in Cluck's sole judgment violates this Agreement or any other codes of conduct that Cluck may post from time to time, each of which are incorporated into and a part of this Agreement. You are solely responsible at your sole cost and expense for creating backup copies and replacing any of Your Information you post or store on the Extension or provide to Cluck.
7. Information Control. We do not control the information provided by other users that is made available through the Extension. You may find other users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Extension. Also, although the Extension is not directed toward minors, Cluck cannot and does not confirm each user's age with absolute certainty. So you should be aware that there are also risks of dealing with underage persons. Additionally, there may also be risks of dealing with people acting under false pretenses and dealing with international trade and foreign nationals. By using the Extension, you agree to accept such risks and that Cluck is not responsible for the acts or omissions of users of the Extension.
8. Cluck's Absolute Right to Suspend, Terminate and/or Delete the Account.
- 8.1. CLUCK MAY SUSPEND, TERMINATE, OR DELETE YOUR ACCOUNT AT ANY TIME WITH ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Agreement.
- 8.2. Upon any termination or deletion of your Account due to your violation of this Agreement, any rights granted to you under this Agreement will automatically and immediately terminate. In such event, you must immediately and permanently destroy all copies of the Extension.
9. Warranty Disclaimer. THE EXTENSION IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION, CLUCK EXPRESSLY DISCLAIMS ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. **CLUCK SPECIFICALLY DISCLAIMS ALL LIABILITY TO THIRD PARTIES ARISING FROM YOUR USE OF THE EXTENSION, AND MAKES NO WARRANTY REGARDING WHETHER THE EXTENSION OR YOUR USE OF IT VIOLATES THE TERMS OF USE OF ANY THIRD PARTY SERVICE.**

10. Limitation of Liability. NEITHER CLUCK NOR ITS AFFILIATES OR LICENSORS, NOR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING, WILL BE LIABLE IN ANY WAY FOR DAMAGES OR LOSSES OF ANY KIND RESULTING FROM OR OTHERWISE RELATING TO THE EXTENSION OR THE USE THEREOF. IN NO EVENT WILL ANY OF SUCH PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. If, notwithstanding the foregoing exclusions, it is determined that Cluck is liable for damages, in no event will Cluck's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) one hundred dollars (\$100). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.
11. Export Controls. The Extension is subject to U.S. export controls and may not be re-exported, downloaded or otherwise exported without a license or into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
12. Force Majeure. Without limitation to any other term of this Agreement, Cluck will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Cluck, including any failure to perform hereunder due to unforeseen circumstances or cause beyond Cluck's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
13. Acknowledgments. You hereby acknowledge and agree to the following:
 - 13.1. WHEN THE EXTENSION IS RUNNING, CLUCK MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR COMPUTER AND ITS OPERATING SYSTEM, INCLUDING YOUR HARD DRIVES, CENTRAL PROCESSING UNIT, IP ADDRESS(ES) AND OPERATING SYSTEM(S). YOU HEREBY CONSENT TO CLUCK'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE EXTENSION AND TO ENFORCE THE PROVISIONS OF THIS AGREEMENT.
 - 13.2. In addition to any disclosures permitted by the Privacy Policy, Cluck may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, and information about you and your activities in response to a written request by law enforcement, a court order or other legal process. Cluck may use or disclose your personal information if Cluck believes that doing so may protect your safety or the safety of others.
 - 13.3. CLUCK MAY RECORD YOUR ELECTRONIC COMMUNICATION TRANSMITTED OR RECEIVED THROUGH THE EXTENSION AND YOU CONSENT TO SUCH MONITORING OR LOGGING.
 - 13.4. You are wholly responsible for the cost of all telephone and Internet access charges along with all necessary equipment, servicing, repair or correction incurred in maintaining connectivity to any network used to support the Extension.
 - 13.5. Cluck may deploy or provide patches, updates and modifications to the Extension that must be installed for you to continue to use the Extension. You hereby grant to Cluck your consent to deploy and apply such patches, updates and modifications Cluck, including remotely updating the Extension residing on your computer.

- 13.6. By its nature, the Extension interacts with third-party sites. In addition, we may include links to third-party sites or services, or information about third-party products or services. You should review the terms of use and privacy policies of all sites and services on which you use the Extension, or that you link to from or are referred to by the Extension. We do not endorse or take responsibility for these third party offerings. We do not vet or take responsibility for third-party sites, services or products or the postings or communications of other users.
14. Equitable Remedies/Indemnification. In the event that you breach this Agreement, you hereby agree that Cluck would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that Cluck will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Cluck may otherwise have available to it under applicable laws. In addition, you hereby agree to defend, indemnify and hold Cluck harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by Cluck arising out of or from your use of the Extension.
15. Changes to this Agreement and the Extension. Except with respect to Sections 16.2 (Binding Arbitration) and 16.3 (Exceptions to Alternative Dispute Resolution), Cluck reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy) at any time, effective with or without prior notice; provided, however, that material changes (as determined in Cluck's sole and absolute discretion) will be disclosed as follows: Cluck will provide you with notification of any such changes by email, pop-up screen, or in-application notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Extension and the Account. Your continued use of the Extension following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Cluck may change, modify, suspend, or discontinue any aspect of the Extension at any time. Cluck may also impose limits on certain features or restrict your access to parts or all of the Extension without notice or liability.
16. Dispute Resolution and Governing Law.
- 16.1. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Cluck agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice. Your address for such notices is the email address you have provided to Cluck. Cluck's address for such notices is support@cluck.com.
- 16.2. Binding Arbitration. If you and Cluck are unable to resolve a Dispute through informal negotiations, either you or Cluck may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. If you are a resident of the United States, the arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), which is available at the JAMS website www.jamsadr.com. If you reside outside the United States, the arbitration will be commenced and conducted under the WIPO Expedited Arbitration Rules, which are available at the WIPO website www.wipo.int. The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Rules (and, where appropriate, limited by the JAMS Consumer Rules) or by the WIPO Expedited Arbitration Rules, as applicable. If such costs are determined by the arbitrator to be excessive, Cluck will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The prevailing

party will be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party. Except as otherwise provided in this Agreement, you and Cluck may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

- 16.3. Exceptions to Alternative Dispute Resolution. You and Cluck agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Cluck's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief. In the event any action is brought by either party pursuant to this Section 16.3, the Dispute will be decided by a court of competent jurisdiction within Boston, Massachusetts, USA, and you and Cluck agree to submit to the personal jurisdiction of that court. In addition, the prevailing party in such action will be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- 16.4. Restrictions. You and Cluck agree that any arbitration will be limited to the Dispute between Cluck and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- 16.5. Location. If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. If you reside outside the United States, any arbitration will be initiated in Seattle, Washington, USA. You and Cluck agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), the state and Federal courts located in Seattle, Washington, USA have exclusive jurisdiction and you and Cluck agree to submit to the personal jurisdiction of such courts.
- 16.6. Governing Law. Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of the USA and Seattle, Washington, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 16.7. Severability. You and Cluck agree that if any portion of this Section 16 is found illegal or unenforceable (except any portion of Section 16.3), that portion will be severed and the remainder of the Section will be given full force and effect.
17. Miscellaneous. Pursuant to 47 U.S.C. § 230(d) as amended, Cluck hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protection is available on the websites StaySafeOnline (<http://staysafeonline.org/stay-safe-online/>), GetNetWise (<http://www.getnetwise.org/>), and OnGuardOnline (<http://www.onguardonline.com/>). Please note that Cluck is not affiliated with the above listed sites, nor is the above intended as an endorsement of any of the products or services listed on such sites. If any provision of this Agreement is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. This Agreement (including the Privacy Policy) is the complete and exclusive statement of the agreement between you and Cluck concerning its subject matter, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and Cluck. This Agreement may only be modified as set forth herein. The Section headings used herein are for reference only and will not be read to have any legal effect. Whenever used in this Agreement, the word "including" will be deemed to mean "including, without limitation."

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AND END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE EXTENSION IS

AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TERMS OF USE AND END USER LICENSE AGREEMENT.