Last Revision: February 4, 2009

PLEASE READ THESE FANBOOSTER AS TERMS OF USE ("Terms of Use") CAREFULLY. FANBOOSTER AS ("Fanbooster") OFFERS A FANBOOSTER SOFTWARE APPLICATION (the "Service") THAT HELPS THIRD-PARTY PROMOTION SPONSORS (individually and collectively "Sponsors") PUBLISH THEIR PROMOTIONS (NAMELY CONTESTS, POLLS, DISTRIBUTE INFORMATION, GALLERIES) (individually and collectively "Promotions") ONLINE. IN THE CASE OF SOME PROMOTIONS, THE SERVICE ALSO PROVIDES AN ONLINE ENTRY FORM THROUGH WHICH PROMOTION ENTRANTS ("Entrants") CAN SUBMIT ENTRIES FOR SPONSOR PROMOTIONS. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS POSTED ON FANBOOSTERS WEB SITE(S), AS SUCH TERMS AND CONDITIONS MAY CHANGE FROM TIME TO TIME IN FANBOOSTER'S SOLE DISCRETION. YOU AGREE TO COMPLY IN ALL RESPECTS WITH THESE TERMS OF USE AND ANY TERMS AND CONDITIONS SET FORTH ON SUCH FANBOOSTER WEB SITES.

These Terms of Use include terms applicable to: (1) actual and prospective Entrants; (2) Sponsors; and (3) both actual and prospective Entrants and Sponsors. These Terms of Use include, and incorporate by reference, the agreements, policies and guidelines referenced below.

Fanbooster reserves the right to change or revise these Terms of Use at any time by posting any changes or revised Terms of Use on this website, www.fanbooster.com (the "Fanbooster Site") at any time and in its sole discretion. Notice will be provided by posting such changes on the Fanbooster Site and updating the "Date of Last Revision" (listed above), and such changes will apply to any use of the Service made after the changes are posted to the Fanbooster Site. You also expressly waive any right you may have to individual notice of such changes to the Terms of Use. Therefore, you should review these Terms of Use prior to each use of the Service so you will understand the current, applicable terms. If you do not agree to the amended terms, you must stop using the Service.

I. TERMS AND CONDITIONS APPLICABLE TO ALL USERS OF THE SERVICE

A. Fanbooster does not actively monitor the use of the Service or Sponsor Promotions. Similarly, Fanbooster does not exercise editorial control or review over the content or nature of any Promotion or of any website, e-mail transmission, newsgroup, or other material created or accessible over or through the Promotions. If at any time Fanbooster chooses, in its sole discretion, to monitor a Promotion, Fanbooster nonetheless assumes no responsibility for its content, no obligation to modify or remove any inappropriate content or Promotion, and no responsibility for the conduct of any third party entering or conducting a Promotion. Fanbooster intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or other

terms, conditions, policies, or guidelines on the Fanbooster Site or of any applicable laws, rules, or regulations. By using the Service, you release Fanbooster from any and all liability stemming from such cooperation with local, state, federal and relevant country law enforcement officials. You acknowledge that Fanbooster reserves the right to change its terms, conditions, policies, or guidelines at any time, in its sole discretion. (Notice will be provided by posting such changes on the Fanbooster Site and updating the "Date of Last Revision" for relevant terms, policies, and/or guidelines, and such changes will apply to any use of the Fanbooster Site or Service made after the changes are posted to the Fanbooster Site. You also expressly waive any right you may have to individual notice of such changes.) Fanbooster may take any one or more of the following actions, or other actions not listed, at Fanbooster's sole discretion in response to violations of these Terms of Use or any other terms, conditions, policies, or guidelines on the Fanbooster Site or associated with the Service: (i) issue warnings: written or verbal; (ii) suspend or terminate a Promotion and/or your use of the Service, to the extent possible; or (iii) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

B. Fanbooster may, from time to time, need to interrupt the Service for maintenance and other operational reasons, as determined in its sole discretion, and you shall not receive any compensation or refund for such interruptions, and you hereby release and agree to defend, indemnify, and hold harmless Fanbooster and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors from and against any and all claims, costs (including without limitation attorneys' fees), injuries, losses, or damages arising in connection with such interruptions.

C. Because of situations beyond the control of Fanbooster, Fanbooster cannot guarantee that the Service will be available to you or that the Service will function properly. Fanbooster does not guarantee the safety or integrity of any system connected to its network. This includes, but is not limited to, virus and/or trojan software infestation of said machine(s), hacker activity and exposure of confidential data. By using the Service, you acknowledge that you are solely responsible for the safety of your hardware, software, and data for the duration of your use of the Service. You also accept all liability for any of your actions while using the Service. This includes, but is not limited to, sending of unsolicited email. YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY UNDERSTAND AND THAT FANBOOSTER MAKES NO REPRESENTATIONS THAT INDIVIDUALS USING ITS SERVICE ARE WHOM THEY PURPORT TO BE OR THAT SPONSORS' PROMOTIONS WILL BE CONDUCTED IN CONFORMANCE WITH APPLICABLE LAWS, RULES, OR REGULATIONS. FANBOOSTER HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR ANY PROMOTIONS OR ACTIONS OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY PROMOTION SPONSORS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND COMPLETENESS OF INFORMATION YOU RECEIVE THROUGH THE SERVICE OR ANY PROMOTION.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, FANBOOSTER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE SERVICE.

D. The Service may provide, or third parties may provide, links to other web sites or resources, including without limitation to Sponsor web sites or social networking web sites. Because Fanbooster has no control over such sites and resources, you acknowledge and agree that Fanbooster is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Promotion, content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Fanbooster and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Promotion, content, goods or services available on or through any such site or resource. When you leave the Fanbooster Site, you should be aware that our terms and policies no longer govern. Please review the privacy policy of any third-party website that you have linked to from the Fanbooster Site before you use such third-party website.

E. You agree to not use the Service to:

- intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation;
- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, inflammatory, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, a Fanbooster employee, contractor, volunteer, official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post, email, transmit or otherwise make available any content that you do not have a lawful, legal right to make available;
- make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- make available any unsolicited or unauthorized advertising, promotional or any other form of solicitation, except in those areas that are expressly designated for such purpose;
- interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Service or Fanbooster Site, or overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service, Fanbooster Site, or any other host or network;
- access content or data not intended for you, or log onto a server or account that you are not authorized to access;
- attempt to probe, scan or test the vulnerability of the Service or any associated system or network, breach security or authentication measures without proper authorization, interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

- attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the software provided by Fanbooster or used by Fanbooster in providing the Service; or
- use a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.).

F. We encourage parents to take an active interest in their children's use of the Internet. The Fanbooster Site is not designed to collect personal information from those under 13 years of age, and we do not intend to or knowingly collect such information. If you are under 13, **you are not permitted to use the Service** and should not provide personal information on our Fanbooster Site.

G. If there is any dispute about or involving the Fanbooster Site or Service, you agree that the dispute shall be governed by the laws of the Norway, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in National courts located in Norway. If, for whatever reason, a court of competent jurisdiction were to find any term or condition in these Terms of Use to be unenforceable, all other terms and conditions would remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The Service is controlled and operated by Fanbooster. These Terms of Use and any and all other online policies and agreements promulgated by Fanbooster , including without limitation Fanbooster's User Agreement (for Entrants) and User Agreement (for Sponsors) constitute the entire agreement between Fanbooster and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. The failure of Fanbooster to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. If a court of competent jurisdiction determines that any provision of these Terms of Use is invalid, unlawful, void or unenforceable, that provision shall be modified or severed to the maximum extent permitted by law; however, any and all other provisions shall remain valid and be given full force and effect in a valid and enforceable manner to accomplish the purposes of these Terms of Use.

II. TERMS AND CONDITIONS APPLICABLE TO PROSPECTIVE PROMOTION ENTRANTS OF PROMOTIONS USING THE FANBOOSTER'S APPLICATION

A. Requests for Your Personal Information
Sponsors using the Service may ask you for certain personal information (name, address, gender, date of birth, etc.) when you fill out the entry form for that Sponsor's Promotion. Providing this information is strictly optional. However, if you choose not to enter the information required by the Sponsor in its Promotion rules, then you may not be eligible to participate in the Promotion. Please see each Sponsor's Promotion rules for entry requirements and other important details.

You acknowledge and agree that Fanbooster may use any information you provide in a Promotion

entry form available through and/or using the Service, for the purpose of aggregate analysis of the performance of the Promotions conducted using the Service; to communicate with you (including without limitation by e-mail) about your use, misuse, and/or purchase of its products or services; to assist with legal proceedings if required by any court, law, regulator, and/or law enforcement agency; and, if you "opt-in," to send you e-mails about Fanbooster's products or services, including for example, about other Promotions available through the Service; and as otherwise permitted in Fanbooster's Terms of Use and online policies. Additionally, if you add one of our social network applications, you will be agreeing to that social network's policy governing communications with application users. In accordance with such policies, we may contact you from time to time via notifications (or other similar communication methods within social networks) to let you know about Fanbooster's products or services, including for example, about other Promotions available through the Service.

B. Access to Your Personal Information

If you provide personal information when completing the entry form for a Promotion being run using the Service, both the Sponsor running the Promotion and Fanbooster will be able to view that personal data. (Sponsors may provide your personal information to parties assisting with its Promotion (e.g., providers of prizes); so please review each Sponsor's Promotion rules and privacy policy for details.) However, Fanbooster is not responsible for such Sponsor's use of that personal data, nor any claims or damages that may arise from any such Sponsor's distribution of such personal data to others (e.g., prize providers). You acknowledge and agree that Fanbooster shall not be liable or responsible for any use of your personal data by any Sponsor running any Promotion or any other third party. Please see each Sponsor's Promotion rules and privacy policy for details on how that Sponsor handles your personal information, including without limitation, information you enter in any Promotion entry form.

C. Promotion Terms & Conditions

Each Sponsor running a Promotion using the Service is responsible for providing its own Promotion rules, terms, and conditions, and ensuring such Promotion complies with applicable laws, rules, and regulations. A link to the rules and terms and conditions for each Promotion is provided in the Promotion entry form. You will be required to agree to these rules and terms and conditions before you can enter each Promotion. It is important that you review those rules, terms, and conditions carefully before consenting to them. You acknowledge that Fanbooster shall not be responsible or liable for any Sponsor's or other third party's compliance or non-compliance with such rules, terms, and conditions or with applicable laws, rules, or regulations. All such matters are solely between you and the Sponsor offering the applicable Promotion.

III. FOR SPONSORS RUNNING PROMOTIONS USING THE FANBOOSTER APPLICATION

A. Entrant's Personal Information

Fanbooster acknowledges that you will receive information provided to you by each Entrant, as specified in your Promotion rules. You acknowledge and agree that Fanbooster has the option (in its sole discretion) to use such information, royalty-free, for the purpose of conducting aggregated analysis of the performance of the Promotions conducted using the Service; to communicate with

Entrants (including without limitation by e-mail) about their use, misuse, and/or purchase of Fanbooster's products or services; to assist with legal proceedings if required by any court, law, regulator, and/or law enforcement agency; and as otherwise permitted in Fanbooster's Terms of Use and online policies. [In addition, Fanbooster may, from time to time, communicate with users of its non-white-label social network applications. Such notifications may include information about Fanbooster, Fanbooster's products or services, including for example, about other Promotions available through the Service. Fanbooster will not communicate with users of white-label applications that are running via the Fanbooster technology.

B. Compliance with Laws and Regulations

You acknowledge and agree that Fanbooster's Service merely helps Sponsors publish their Promotions and that the Service provides no safeguards that ensure that you operate your Promotion properly or legally. You hereby represent, warrant, and covenant that you will comply with all applicable laws, rules, and regulations in the creation, operation and completion of your Promotion(s), including without limitation in connection with all advertising and marketing associated with your Promotion(s). You further represent, warrant, and covenant that you will comply with all statements and promises made to Entrants, except to the extent such statements and promises violate applicable laws, rules, or regulations. You agree to indemnify, defend and hold harmless Fanbooster and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors from any and all third-party claims, losses, liability, damages and/or costs (including attorneys' fees and costs) arising from your use of the Service, your violation of these Terms of Use or any other agreement between you and Fanbooster, your actual or alleged violation of any law, rule, or regulation associated with your Promotion(s), and/or infringement by any Entrants in your Promotion(s), of any intellectual property or other right of any person or entity. Fanbooster will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost. These Terms of Use will inure to the benefit Fanbooster's successors, assigns and licensees.

C. SPECIAL TERMS APPLICABLE TO FACEBOOK PLATFORM APPLICATION

Facebook requires that Fanbooster notify you and require you to agree to all of the following terms and conditions in connection with your use of the Facebook platform:

I. Introduction

The terms and conditions below describe the terms applicable to your installation and use of certain applications which use the Facebook Platform (as defined below) to access certain information about you that is available from the www.facebook.com website (the "Facebook Site") or to retrieve authorized data from third-party sites for use on the Facebook Site ("Platform Applications").

The "Facebook Platform" is a set of application programming interfaces (APIs) and services provided

by Facebook which makes this information available to Platform Applications and allows Facebook and third-party developers ("Developers") to develop new features and applications that we hope will enhance your ability to interact with people in your life in new and interesting ways.

PLEASE NOTE: The Facebook Platform does not give Developers access to your e-mail address, personal website, instant messenger ID, telephone number or street address ("Contact Information"). Facebook will only disclose your Contact Information to third parties in accordance with the Facebook Privacy Policy.

II. Consent Regarding Use of Facebook Site Information

Information That May Be Provided to Developers. In order to allow you to use and participate in Platform Applications created by Developers ("Developer Applications"), Facebook may from time to time provide Developers access to the following information (collectively, the "Facebook Site Information"):

(a) any information provided by you and visible to you on the Facebook Site, excluding any of your Contact Information, and

(b) the user ID associated with your Facebook Site profile.

(c) Examples of Facebook Site Information. The Facebook Site Information may include, without limitation, the following information, to the extent visible on the Facebook Site: your name, your profile picture, your gender, your birthday, your hometown location (city/state/country), your current location (city/state/country), your political view, your activities, your interests, your musical preferences, television shows in which you are interested, movies in which you are interested, books in which you are interested, your favorite quotes, the text of your "About Me" section, your relationship status, your dating interests, your relationship interests, your summer plans, your Facebook user network affiliations, your education history, your work history, your course information, copies of photos in your Facebook Site photo albums, metadata associated with your Facebook Site photo albums (e.g., time of upload, album name, comments on your photos, etc.), the total number of messages sent and/or received by you, the total number of unread messages in your Facebook in-box, the total number of "pokes" you have sent and/or received, the total number of wall posts on your Wallâ„¢, a list of user IDs mapped to your Facebook friends, your social timeline, and events associated with your Facebook profile.

(d) Privacy Settings: You may revoke or modify your permission for Facebook to provide Facebook Site Information to Developers at any time through the means provided in your privacy settings.

(e) Developer Agreement. Before providing any information to any Developer through the Facebook Platform, Facebook requires each Developer to enter into an agreement (a "Developer Agreement"), which, among other things, strictly limits their collection, use, and storage of Facebook Site Information. Our standard Developer Agreement consists of the Facebook Developer Terms and

Conditions and the related Facebook Platform Application Guidelines. We may from time to time enter into separate agreements with certain third party Developers that contain different or additional terms, provided however, that each such separate agreement will require the third party Developer to only display your information in accordance with your Facebook privacy settings. The standard Developer Agreement is subject to change without prior notice at any time, in the Company's sole discretion, so you should review these terms from time to time. However, Facebook cannot guarantee that each Developer will comply with its contractual requirements, and Facebook does not assume any liability or responsibility for any of Developer's actions, Developer Applications or websites, or for enforcing any Developer Agreement against any Developer.

(f) Facebook Applications. Platform Applications developed by Facebook ("Facebook Applications") may also make use of Facebook Site Information. Facebook will use and disclose Facebook Site Information in connection with Facebook Applications only in accordance with the Facebook Privacy Policy.

III. Use of Platform Applications

(a) Developer Applications. When you install a Developer Application, you understand that such Developer Application has not been approved, endorsed, or reviewed in any manner by Facebook, and we are not responsible for your use of or inability to use any Developer Applications, including without limitation the content, accuracy, or reliability of such Developer Application and the privacy practices or other policies of the Developer. YOU USE SUCH DEVELOPER APPLICATIONS AT YOUR OWN RISK. Developers may require you to agree to their own terms of service, privacy policies and/or other policies as a condition of using Developer Applications. Those terms and/or policies may give Developers rights with respect to your Facebook Site Information beyond those provided by the Developer Agreement. PLEASE REVIEW EACH DEVELOPER'S TERMS AND/OR POLICIES CAREFULLY.

(b) Facebook Terms of Use. You understand and agree that your use of any Platform Application is subject to, and you agree to comply with, all terms and conditions of the Facebook Site Terms of Use, including without limitations all disclaimers and limitations of liability contained therein. To the extent these Platform Application Terms of Use directly contradict such Facebook Site Terms of Use, these Platform Application Terms of Use shall control: Without limiting the foregoing, all restrictions on user conduct set forth in the Facebook Site Terms of Use, also apply to your use of and all information and content you provide on or through any Platform Applications, and to your conduct in using any Platform Applications;

(c) You acknowledge that Developers or Facebook or its licensors own all right, title and interest in and to any and all Platform Applications, portions thereof, and/or content or software provided through or in conjunction with any Platform Applications, including without limitation any and all patent, copyright, trademark, trade secret and other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You also agree to not remove, obscure, or alter Facebook's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in

conjunction with or through any Platform Applications. You agree not to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Platform Applications; and

(d) Facebook Applications. Facebook Applications are made available to you for your personal, non-commercial use only. If you want to sell, license or otherwise distribute any Facebook Application, reproduce or modify any Facebook Application, or use any Facebook Application for any commercial purpose, you must obtain Facebook's prior written consent. Facebook may require you to agree to additional or different terms of use and may notify you of additional or different policies that may apply to particular Facebook Applications.

(e) ALL PLATFORM APPLICATIONS ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. FACEBOOK EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. FACEBOOK FURTHER EXPRESSLY DISCLAIMS ANY WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY PLATFORM APPLICATIONS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, INSTALL AND/OR USE ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, INSTALLATION OR USE OF ANY PLATFORM APPLICATIONS. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

(f) Integration or "Entire Agreement" Clauses in Application-Specific Terms and Conditions. For the avoidance of doubt, the existence of any provision of any separate terms and conditions or agreements applicable to any Facebook Applications to the effect that such terms or agreement constitute the entire agreement or understanding between you and Facebook with respect to any subject matter, however phrased, will not be deemed to supersede or preclude enforcement of any of the terms and conditions set forth in paragraphs III (c), (d) (e) and (g) and this paragraph (f), , except to the extent that such terms directly conflict with the terms of such other agreement or terms.

(g) RELEASE AND DISCLAIMER. YOU HEREBY IRREVOCABLY RELEASE AND AGREE TO HOLD HARMLESS FACEBOOK AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, COSTS, LOSSES, LIABILITIES AND DAMAGES OF ANY SORT (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED)), CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEORY, AND WHETHER OR NOT FACEBOOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF: (A) YOUR DOWNLOAD, INSTALLATION OR USE OF ANY FACEBOOK APPLICATIONS OR DEVELOPER APPLICATIONS, (B) DELIVERY OF ANY INFORMATION BY

FACEBOOK TO ANY DEVELOPER; OR (C) ANY USE BY ANY DEVELOPER OF ANY INFORMATION, WHETHER OR NOT SUCH USE IS IN ACCORDANCE WITH THE DEVELOPER AGREEMENT. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

(h) Modifications. Facebook reserves the right to modify these Platform Application Terms of Use at any time, in its sole discretion. If Facebook elects to modify this Agreement, Facebook will post a change notice or a new agreement on the Facebook Site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO REVOKE YOUR PERMISSION FOR FACEBOOK TO PROVIDE FACEBOOK SITE INFORMATION TO DEVELOPERS AS DESCRIBED IN PARAGRAPH (h) ABOVE. IF YOU DO NOT REVOKE SUCH PERMISSION PRIOR TO THE EFFECTIVE DATE OF ANY CHANGE NOTICE OR NEW AGREEMENT POSTED ON OUR SITE, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGE.