

YAWMA

TERMS AND CONDITIONS OF USE

Date of Last Revision: April 17, 2010

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE WEB SITE OF YAWMA, LLC ("YAWMA") LOCATED AT WWW.YAWMA.NET (THE "SITE"), THE YAWMA FACEBOOK APPLICATION (THE "APP"), THE YAWMA ONLINE STORE (THE "STORE") OR ANY ONLINE SERVICES OFFERED BY YAWMA (COLLECTIVELY THE SITE, THE APP THE STORE AND THE OTHER YAWMA SERVICES SHALL BE REFERRED TO AS THE "SERVICE"), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE OR SERVICE.

These terms and conditions of use ("Terms of Use") apply to your access to, and use of, the Site and Service. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with YAWMA, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify you and YAWMA for violations of these Terms.

YAWMA reserves the right to change or modify any of the terms and conditions contained in the Terms of Use or any policy or guideline of the Service, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Service following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Use and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Service.

If you have any question regarding the use of the Service, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Service should be directed to support@yawma.net.

A. GENERAL TERMS

1. **Eligibility.** You must be 13 years of age or older to use YAWMA. By creating an account, you represent and warrant to YAWMA that you are at least 13. Any use of or access to the Site and the Service by anyone under 13, is unauthorized, unlicensed and in violation of YAWMA's rights and these Terms of Use.
2. **Privacy Policy.** Please refer to our [Privacy Policy](#) for information on how YAWMA collects, uses and discloses personally identifiable information from its users.
3. **Terms of Sale.** All purchases from the Store are governed by YAWMA's Terms of Sale, which are a part of these Terms of Use. Please refer to our Terms of Sale below for the terms, conditions and policies applicable to your purchase of products from YAWMA. By ordering products through the Store, you agree to be bound by and accept the Terms of Sale. The Terms of Sale are subject to change without prior notice at any time, in YAWMA's sole discretion so you should review the Terms of Sale each time you make a purchase.
4. **YAWMA Network.** Please refer to our YAWMA Network Terms below for the terms and conditions applicable to your YAWMA Network, which terms are a part of these Terms of Use.
5. **Copyright and Limited License.** Unless otherwise indicated, the Site and all content and other materials on the Site or other portions of the Service, including, without limitation, the YAWMA logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of YAWMA or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and the Service for your informational, non-commercial and personal use only. Such license is subject to these Terms of Use and does not include: (a) any resale or commercial use of the Service or the Site Materials; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any

portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Service, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Service or the Site Materials other than as specifically authorized herein, without the prior written permission of YAWMA, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

6. **Repeat Infringer Policy.** In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, YAWMA has adopted a policy of terminating, in appropriate circumstances and at YAWMA's sole discretion, subscribers or account holders who are deemed to be repeat infringers. YAWMA may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.
7. **Copyright Complaints.** If you believe that anything on the Site infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Thomas Brooke
Full Address of Designated Agent to Which Notification Should be Sent: YAWMA, 519 SW 3rd Avenue, Suite 805, Portland, OR 97204
Telephone Number of Designated Agent: 503-946-8611
E-Mail Address of Designated Agent: support@yawma.net

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification.

8. **Trademarks.** YAWMA, *PROFITS TO THE PEOPLE*, the YAWMA logos and any other product or service name or slogan contained in the Site or the Service are trademarks of YAWMA and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of YAWMA or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "YAWMA" or any other name, trademark or product or service name of YAWMA without our prior written permission. In addition, the look and feel of the Site and other portions of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of YAWMA and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.
9. **Hyperlinks.** You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray YAWMA or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a YAWMA logo or other proprietary graphic of YAWMA to link to this Site without the express written permission of YAWMA. Further, you may not use, frame or utilize framing techniques to enclose any YAWMA trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without YAWMA's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of YAWMA or any third party.

YAWMA makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of YAWMA and YAWMA is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. YAWMA provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by YAWMA of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable

terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

10. Third Party Content. YAWMA may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. YAWMA does not monitor or have any control over any Third Party Content or third party Web sites. YAWMA does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. YAWMA does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.
11. Advertisements and Promotions; Third-Party Products and Services. YAWMA may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. YAWMA is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-YAWMA advertisers or third party information on the Site.
12. Submissions. You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Site, YAWMA or YAWMA's products or services that are provided by you in the form of email or other submissions to YAWMA, or any postings on the Site, are non-confidential and shall become the sole property of YAWMA. YAWMA shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
13. User Content and Conduct. The Site and the Service may include reviews, discussion forums or other interactive areas or services ("Interactive Areas"), in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, code or other items or materials on the Site ("User Content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site or the Service any of the following:
 - a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 - b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
 - c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
 - d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
 - e. Unsolicited promotions, political campaigning, advertising or solicitations;
 - f. Reviews, ratings, recommendations, suggestions or comments that do not accurately and honestly reflect your actual opinions and experiences;
 - g. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
 - h. Viruses, corrupted data or other harmful, disruptive or destructive files; and

- i. User Content that, in the sole judgment of YAWMA, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose YAWMA or its users to any harm or liability of any type.

You further agree not to stalk, harass, threaten, abuse, solicit, spam, defraud, impersonate or intimidate other users or otherwise use the Service for any illegal, unlawful, harmful, inappropriate or unauthorized purpose or activity. YAWMA takes no responsibility and assumes no liability for any user conduct or for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is YAWMA liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set forth in these Terms of Use is solely at YAWMA's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. As a provider of interactive services, YAWMA is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area.

Although YAWMA has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, YAWMA reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect YAWMA's systems and customers, or to ensure the integrity and operation of YAWMA's business and systems, YAWMA may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content.

If you post User Content to the Site or otherwise through the Service, unless we indicate otherwise, you grant YAWMA and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media on or in connection with the Site and the Service. You also grant YAWMA and its affiliates and sublicensees the right to use your name in connection with such content and the Service. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity.

14. **Registration Data; Account Security.** In consideration of your use of the Site and the Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to YAWMA, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to YAWMA.
15. **Indemnification.** You agree to defend, indemnify and hold harmless YAWMA, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or the Service or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against YAWMA and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Terms of Use or your violation of the rights of any third party.
16. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY YAWMA, THE SITE, THE SITE MATERIALS AND THE SERVICE (INCLUDING THE STORE) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YAWMA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE

INFORMATION, CONTENT AND MATERIALS IN THE SITE. YAWMA DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE OR THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE RELIABLE, UNINTERRUPTED OR ERROR-FREE. .

YAWMA IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. WHILE YAWMA ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE AND THE SERVICE SAFE, YAWMA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

YAWMA reserves the right to change any and all content contained in the Site and any services offered at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by YAWMA.

17. LIMITATION OF LIABILITY. IN NO EVENT SHALL YAWMA, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM YAWMA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YAWMA'S RECORDS, PROGRAMS OR SERVICE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF YAWMA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICE EXCEED ANY COMPENSATION YOU PAY TO YAWMA FOR ACCESS TO OR USE OF THE SITE OR THE SERVICE.
18. Applicable Law and Venue. These Terms of Use and your use of the Site and the Service shall be governed by and construed in accordance with the laws of the State of Oregon, applicable to agreements made and to be entirely performed within the State of Oregon, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state and federal courts located in Multnomah County, Oregon and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Use.
19. Termination. Notwithstanding any of these Terms of Use, YAWMA reserves the right, at any time without notice and in its sole discretion, to terminate the Service or your license to use the Site, and to block or prevent future your access to and use of the Site and the Service.
20. Severability. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
21. Questions & Contact Information. Questions or comments about the Site or the Service may be directed to YAWMA by emailing us at support@yawma.net.

B. YAWMA NETWORK TERMS

1. Creation. YAWMA users may create social discovery and sharing networks ("YAWMA Networks") by inviting friends to join YAWMA. Your YAWMA Network consists of all friends you invite that join YAWMA ("Level One Friends"), all friends invited by Level One Friends that join YAWMA ("Level Two Friends"), and all friends invited by Level Two Friends that join YAWMA ("Level Three Friends").

2. Sharing of Information. You understand and agree that your name and certain information about your YAWMA Network and the actions you take on or in connection with YAWMA may be shared with members of your YAWMA Network, your Facebook friends and others as determined by YAWMA. This may include product purchases, product ratings and recommendations, your earning history, network size, and ranking and competition information. For example, your Facebook friends and other members of your YAWMA may receive a newsfeed update with specific information about the digital content you purchase through the Store or the YAWMA Cash Rewards you have earned through your YAWMA Network.
3. Ownership of Network. You understand and agree that you do not have an ownership interest or property right of any kinds in your YAWMA Network, but rather merely license from YAWMA the right to use the Network. This license is revocable at any time with or without cause immediately upon notice.
4. YAWMA Cash Rewards. . Subject to the terms and conditions set forth in these Terms of Use, you will be eligible to earn YAWMA Cash Rewards equal to eight percent (8%) of the Net Purchase Receipts (as defined below) on certain purchases by members of your YAWMA Network from the Store :
 - a. you will be eligible for YAWMA Cash Rewards if someone in your YAWMA Network purchases the same exact product you purchased in the same calendar month;
 - b. you will be eligible for YAWMA Cash Rewards on any purchases by members of your YAWMA Network who are Level One Friends or Level Two Friends during a particular calendar month if you have purchased a minimum of five dollars (\$5.00) in that calendar month; and
 - c. you will be eligible for YAWMA Cash Rewards on any purchases by Networks Members who are Level One, Level Two or Level Three Friends during a particular calendar month if you have purchased a minimum of ten dollars (\$10.00) in that calendar month

YAWMA Cash Rewards are calculated at the end of each calendar month, and you will only be eligible for YAWMA Cash Rewards if your account is active and in good standing as of the last day of that month. If products are returned, they will not count as purchases, and no YAWMA Cash Rewards will be earned. If payment of YAWMA Cash Rewards on returned items has already been made, or if such return causes you to lose its eligibility for YAWMA Cash Rewards that have already been paid, then YAWMA may deduct such amount from future payments owed to you or upon request, you will promptly refund any such overpayment to YAWMA.

YAWMA Cash Rewards shall be paid on a monthly basis, within fifteen (15) days after the end of each calendar month, provided that at least one dollar (\$1.00) in YAWMA Cash Rewards is due to user.

We may be obligated by law to obtain tax information from you if you are a U.S. citizen, U.S. resident, or U.S. corporation, or if your business is otherwise taxable in the U.S. If we request tax information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold payment of your YAWMA Cash Rewards until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

"Net Purchase Price" shall mean the purchase price actually paid to YAWMA for a purchase through the Store after applying any discounts or credits and excluding taxes, shipping costs and similar pass through items.

5. Transfer of Network. Subject to the terms and conditions of this Agreement, you may transfer control of your YAWMA Network to a third party using the marketplace feature at the Store (the "Marketplace"), provided that your YAWMA account is active and in good standing. Upon completion of the transfer, the transferee will take control of the YAWMA Network and the transferor will no longer have any rights in connection with such network. However, the transferor will retain full responsibility for all activities related to the YAWMA Network prior to the effective date of the transfer and for returning any YAWMA Cash Rewards paid to the transferor in the event of an overpayment of YAWMA Cash Rewards to the transferor (e.g. due to product return). Upon receipt of the transfer fee from the transferee, YAWMA will retain 15 percent (15%) of the amount paid for the transfer as a service fee and remit the balance to you within 15 days [15] of the effective date of such transfer. You may not transfer control of your YAWMA Network except as permitted pursuant to this section. Your ability to transfer control or your YAWMA Network to a third party or to acquire control of a YAWMA Network does not in any way create a property right or give you ownership of such YAWMA Network, and you understand and agree that YAWMA has the absolute discretion to terminate your account and your YAWMA

Network at any time, with or without cause, without any liability to you of any kind. All transactions made through the Marketplace are solely between transferor and transferee and YAWMA makes no representations or warranties of any kind about any YAWMA Networks transferred or sought to be transferred through the Marketplace, including without limitation about the value or status of any networks offered for transfer through the Marketplace. You understand and agree that YAWMA is not responsible or liable in any manner for any loss or damage you may incur as the result of any transfer made through the Marketplace. ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK.

6. Status of Network Members. You acknowledge and agree that the YAWMA Cash Rewards are not being paid in exchange for any services being offered and that the receipt of such YAWMA Cash Rewards does not make you or other members agents or employees of YAWMA or authorized you to act or speak on behalf of YAWMA. You understand and agree that no ratings, recommendations or comments by any network member shall be attributed to YAWMA, nor shall YAWMA be responsible in any manner for any such ratings, recommendations or comments.

C. TERMS OF SALE

1. Digital Content. You acknowledge and agree that some of the products you acquire through the Store are actually licensed from the provider of such content, not purchased, notwithstanding any use of the terms "purchase," "buy," "sell," "order" or the like on the Site, in these Terms of Use or elsewhere (the "Digital Content"). This Digital Content may be owned by YAWMA or by third parties. However, in all circumstances, you understand and acknowledge that your rights with respect to the Digital Content will be limited by copyright law, these Terms of Use and the end-user license agreement ("EULA") provided by the content provider. You agree to abide by the terms and conditions set forth in the EULA and not to make any use of the Digital Content that would infringe the copyright therein or violate these Terms of Use or the EULA. You agree that you will not attempt to modify any software or Digital Content obtained through the Service for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Digital Content. You represent, warrant and agree that you are using the Service hereunder and the Digital Content solely for your own personal, noncommercial entertainment use and not for commercial use or redistribution of any kind. You agree not to redistribute, broadcast, publicly perform or publicly display any Digital Content, or otherwise transfer any copies of Digital Content obtained through the Service and not to use the Digital Content for any other purpose or in any other manner except as expressly permitted by law and any applicable EULA. YAWMA and/or the owners of the rights in the Digital Content (the "Content Owners") may, from time to time, remove Digital Content from the Service without notice. The Content Owners are intended beneficiaries of this Agreement and shall have the right to enforce this Agreement against you. Use of the Service by exporters, wholesalers, any businesses of any kind or other customers who intend to resell the Digital Content is strictly forbidden and is in violation of these Terms of Use, and use of Digital Content by any such customers or any use any Digital Content in violation of these Terms of Use or the EULA is unlicensed and will infringe the rights of the owner of the Digital Content.

You acknowledge that some products may contain security technology that limits your use of the products or Digital Content in accordance with the usage rules. The security technology is an inseparable part of the products and Digital Content. The Digital Content may also contain a Digital Rights Management (DRM) System managed by YAWMA or the Content Owner. The DRM system may communicate over the Internet with the Digital Content in order to prevent illegal use or restrict the number of computers on which the Digital Content may be operated.

2. Product Availability and Pricing. YAWMA and/or the Content Owners may revise or discontinue Digital Content or other products at any time without prior notice to customers, and Digital Content or other products may become unavailable to customers even after an order is placed. All prices are subject to change without notice, but such price changes will not apply to purchases made prior to the effective date of the price change.
3. Product Descriptions; Pricing; Errors. Company attempts to be as accurate as possible and eliminate errors on this Site. However, we do not warrant that product descriptions, photographs, pricing or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Company is not as described or pictured, your sole remedy is to return it for a refund. In the event of an error in pricing, we reserve the right to correct such error and charge the correct price or cancel the order, and your sole remedy in the event of such error is to cancel your order.

4. Payment Terms. You agree to pay in full for all products ordered through your account. YAWMA currently accepts PayPal for purchases through the Store, and may in the future accept credit cards as indicated in the Store.
5. Delivery Terms and Policies. We endeavor to make all orders available for delivery within a reasonable time. However, on occasion, technical problems may delay or prevent delivery of the ordered product, and you understand and agree that your sole remedy for any failure of delivery is to cancel the order and receive a refund.
6. Who We Sell To. YAWMA reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.
7. Return Policy. YAWMA does not accept returns, and all sales are final when placed and noncancellable.
8. DISCLAIMER OR WARRANTIES. ANY WARRANTY ON THIRD PARTY DIGITAL CONTENT OR OTHER PRODUCTS PURCHASED THROUGH THE STORE ARE PROVIDED BY THE ORIGINAL CONTENT PROVIDER OR MANUFACTURER ONLY AND NOT BY YAWMA. ALL SUCH PRODUCTS ARE PROVIDED TO YOU BY YAWMA ON AN "AS IS" BASIS WITH ALL FAULTS. YAWMA EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD ON THIS SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, YAWMA DOES NOT REPRESENT AND WARRANT THAT THE USE OF ANY PRODUCTS PURCHASED THROUGH THE STORE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, AND WHILE YAWMA ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE STORE AND THE SERVICE SAFE, YAWMA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS YOU DOWNLOAD WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. YAWMA IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, DESCRIPTIONS, TEXT OR PHOTOGRAPHY. YAWMA MAKES NO WARRANTY THAT ANY PARTICULAR MEMORY DEVICE OR PORTABLE DEVICE WILL BE COMPATIBLE WITH THE SERVICE OR THAT ANY MEMORY DEVICE OR PORTABLE DEVICE USED WITH THE SERVICE WILL FUNCTION AS DESCRIBED. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR RECORDING AND PLAYBACK SYSTEM(S) WILL FUNCTION CORRECTLY.
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