

Website Terms and Conditions

Last updated: February 8, 2012

1. GENERAL

1.1 Governing Agreement. These Website Terms and Conditions (“Terms”) constitute the agreement, and govern the relationship, between you and TJC Media Ventures, Inc. (“TJC” or “Us” or “We”) regarding your use of TJC’s social games and related services, which include applications for mobile devices and TJC websites (the “Service”). With respect to these Terms, “TJC” or “Us” or “We” means TJC Media Ventures, Inc., located at 821 Corporate Drive, Lexington, Kentucky, 40503. “TJC” includes TJC Media Ventures, Inc.’s Affiliates, which shall mean subsidiaries, parent companies, joint ventures and other entities under common ownership.

These Terms, as well as the TJC Privacy Policy (incorporated herein by reference) form legally binding agreements between you and TJC. By using the Service and/or any TJC website, you affirm: (a) that you are at least 18 years of age (or if 18 is not the age of majority where you live, have reached the age of majority there) or (b) that you have reviewed these Terms and the Privacy Policy with your parent or guardian and he or she assents to these Terms and the Privacy Policy on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations and representations set forth in these Terms and to abide by and comply with these Terms.

1.2 Privacy Policy. TJC’s Privacy Policy, which is incorporated herein by reference, also governs use of the Service. Your privacy is important to Us. TJC’s Privacy Policy makes important disclosures about how We collect and use your information and content and how you can use the Service to share such information with others. We encourage you to read the TJC Privacy Policy carefully and use it to make informed decisions.

By accessing or using the Service or our website, you accept and agree to be bound by these Terms and consent to the collection, use and storage of your information as outlined in TJC’s Privacy Policy.

1.3 Updates to the Terms and TJC Privacy Policy. TJC reserves the right to amend, remove or add to these Terms or the Privacy Policy at any time which amendments, removals or additions will be effective upon posting to this website. It is your responsibility to check these Terms and the Privacy Policy periodically for changes. Your access, link to, or use of this website, or any Service or other item on this website, after the effective date any of changes to these Terms or the Privacy Policy posted on the website, will constitute YOUR ACCEPTANCE OF THESE TERMS, INCLUDING THE PRIVACY POLICY, as modified.

If, at any time, you do not wish to accept these Terms, you may not access, link to, or use the Service. Any terms and conditions proposed by you which are in addition to, or which conflict with, these Terms are expressly rejected by TJC and shall be of no force or effect. TJC may also revise other policies, codes or rules at any time, and the new versions will be available at

www.followhorseracing.com, www.majorleaguehorseracing.com and/or in the Service. No amendment to the Terms or Privacy Policy shall apply to any dispute of which TJC had actual notice before the date of the amendment.

These Terms may not be otherwise amended except in a writing hand signed by you and Us. For purposes of this provision, “writing” does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of our Terms, the TJC Privacy Policy, or any other TJC policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate and you must immediately stop using the Service.

To the extent these Terms or the TJC Privacy Policy conflict with any other TJC terms, policy, rules or codes of conduct, the terms contained in these Terms and in the TJC Privacy Policy shall govern.

2. LICENSE

2.1 Grant of a Limited License to Use the Service. Subject to your agreement and continuing compliance with these Terms and any other relevant TJC policies, TJC grants you a non-exclusive, non-transferable, revocable limited license, subject to the limitations contained in these Terms, to access and use the Service using a TJC supported web browser (such as Microsoft Internet Explorer or Google Chrome) or TJC compatible mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

Any racing feature that We make available as part of the Service, including games related to wagering on racing, are provided exclusively for entertainment purposes. In addition, you are prohibited from gambling or wagering on the result of any gaming feature (except as part of the game with Virtual Items) or from using the Service to gamble or wager on the result of any race not a part of the game. If We believe you have violated these prohibitions, We may immediately terminate your access to the Service, with or without notice to you. You will not be entitled to a refund of any fees paid.

You understand that while at times you may receive, accrue, “earn,” “buy” or “purchase” (a) virtual currency, including but not limited to “Game Bucks,” virtual coins, cash, tokens or points, all for use in the Service; or (b) virtual in-game items (together with virtual currency, “Virtual Items”); these real world terms are only being used as shorthand. You do not in fact “own” the Virtual Items and the amount of any Virtual Item does not refer to any credit balance of real currency or its equivalent. Rather, you may receive a limited license to use the Service, including software programs that occasionally manifest themselves as these items. Any “virtual currency” balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement solely related to the game.

2.2 Accessing the Service. By accessing or using the Service, including browsing any TJC website or accessing a game, you accept and agree to these Terms and the TJC Privacy Policy. You may also be required to register an account on the Service (an “Account”), have a valid

account on the social networking service (“SNS”) through which you connect to the Service, if any, or have an account with the applications provider for your mobile device. You warrant that you are not prohibited from receiving products of U.S. origin, including services or software. If you are between the ages of 13 and 17 (or older if required in your state of residence), you represent that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile device that is suitable to connect with and use the Service, in cases where the Service offers a mobile component. You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service.

2.3 Use of the Service. The following restrictions apply to the use of the Service:

a. You shall not create an Account or access the Service if you are under the age of 13. If you are between 13 and 17 (or older if required in the state of your residence), your legal guardian has reviewed and agreed to these Terms and the TJC Privacy Policy on your behalf.

b. You shall monitor your Account to restrict use by minors, and you will prevent access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors in connection with your Account. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal and Facebook Credits) by minors or others.

c. You shall not use any incomplete, false or inaccurate biographical or other information for purposes of registering as a user, creating an Account or any promotion.

d. You shall not have more than one Account per platform or SNS at any given time, and shall not create an Account on behalf of someone other than yourself.

e. You shall not create an Account or use the Service if you are a convicted sex offender.

f. You shall not have an Account or use the Service if you have previously been banned or removed by TJC from accessing any TJC game or website.

g. You shall not use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.

h. You shall use your Account only for non-commercial purposes.

i. You shall not use your Account to advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone.

j. You shall not use your Account to engage in any illegal conduct.

k. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account, or any Virtual Items associated with your Account, to anyone without TJC’s prior written permission.

l. You shall not access or use an Account or Virtual Items that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed or otherwise transferred from the original Account creator without TJC's prior written permission.

m. If you access the Service from an SNS you shall comply with its terms of service/use as well as these Terms.

2.4 Account Information. When creating or updating an Account on the Service, you may be required to provide TJC with certain personal information, which may include your name, birth date, e-mail address and, in some cases, payment information. This information will be held and used in accordance with TJC's Privacy Policy and relevant notices, if any, provided in connection with information collection or use. You agree that you will supply accurate and complete information to TJC, and that you will update that information promptly if it changes.

You understand that on certain TJC websites your user ID number, name and perhaps profile picture will be publicly available and that search engines may index your name and profile photo.

2.5 Username and Password. During the Account creation process, you may be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

a. You shall not share the Account or the Login Information, let anyone else access your Account, or do anything else that might jeopardize the security of your Account.

b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify TJC and modify your Login Information.

c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you.

d. You are responsible for anything that happens through your Account.

TJC reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

2.6 Limitations on Use. Any use of the Service in violation of these Limitations on Use is strictly prohibited, can result in the immediate revocation of your limited license granted under these Terms, and may subject you to liability for violations of law or of these Terms. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE, INCLUDING UNDERMINING OR MANIPULATING THE OPERATION OF ANY TJC WEBSITE OR GAME, IS A VIOLATION OF TJC POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

2.6.1. Prohibitions. You agree that you will not, under any circumstances:

a. Engage in any act that TJC deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, game rules, game mechanics or policies;

b. Make improper use of TJC's support services, including by submitting false abuse reports or using profane and abusive language in your communications with our personnel; or

c. Use the Service, intentionally or unintentionally, in connection with any violation of any law or regulation, or do anything that promotes the violation of any law or regulation.

2.6.2. Cheating and Hacking. You agree that you will not, under any circumstances:

a. Use, create or assist in creating cheats, exploits, automation software, bots, hacks, mods or any third party software designed to modify or interfere with the Service, any TJC game experience or any TJC website;

b. Without TJC's express written consent, modify or cause to be modified any files that are a part of the Service;

c. Disrupt, overburden or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service or any TJC game environment (each a "Server"); or (2) the enjoyment of the Service or any TJC game by any other person;

d. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attack or other attempt to disrupt the Service or any other person's use or enjoyment of the Service; or

e. Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers or networks connected to the Service by any means other than the user interface provided by TJC, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service'

2.6.3. Offensive or Infringing Content. You agree that you will not, under any circumstances:

a. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously or otherwise, objectionable or offensive;

b. Post any information that contains nudity, excessive violence or offensive subject matter or that contains a link to such content;

c. Attempt to, or harass, abuse or harm, or advocate or incite harassment, abuse or harm of another person or group, including without limitation TJC employees and contractors; or

d. Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person.

2.6.4. Collection and Publication of Personal Information. You agree that you will not, under any circumstances:

- a. Solicit, or attempt to solicit, personal information from other users of the Service;
- b. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents or financial information through the Service; or
- c. Upload or transmit, or attempt to upload or transmit, without TJC's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

2.6.5. Commercial Activity. You agree that you will not, under any circumstances:

- a. Without TJC's express prior written consent, use the Service or any part thereof for any commercial purpose, including but not limited to (1) communicating or facilitating any commercial advertisement or solicitation, or (2) gathering or transferring Virtual Items for sale;
- b. Use the Service, or any part thereof, for performing in-game services, such as power-leveling and item collection services, in exchange for payment outside the Service; or
- c. Transmit unauthorized communications through the Service, including junk mail, chain letters, spam or any materials that promote malware, spyware or downloadable items.

2.6.6. Unauthorized Use or Connection to the Service. You agree that you will not, under any circumstances:

- a. Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms;
- b. Use any unauthorized third party software that accesses, intercepts, "mines" or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about TJC game characters, elements or environment. TJC may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- c. Intercept, examine or otherwise observe any proprietary communications protocol used by a user, a Server or the Service, whether through the use of a network analyzer, packet sniffer or other device;
- d. Make any automated use of the system, or take any action that imposes or may impose (in Our sole discretion) an unreasonable or disproportionately large load on Our infrastructure;

e. Bypass any robot exclusion headers or other measures We employ to restrict access to the Service or use any software, technology or device to send content or messages, scrape, spider or crawl the Service, or harvest or manipulate data;

f. Use, facilitate, create or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Service; or (2) any connection using programs, tools or software not expressly approved by TJC in writing;

g. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by TJC; or

h. Copy, modify or distribute rights or content from any TJC website or game, or TJC's copyrights or trademarks or use any method to copy or distribute the content of the Service, except as specifically allowed in these Terms.

2.7 Suspension and Termination of Account and Service. WITHOUT LIMITING ANY OTHER REMEDIES, TJC MAY LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF, WITH OR WITHOUT NOTICE TO YOU, IF TJC SUSPECTS THAT YOU ARE FAILING TO COMPLY WITH ANY OF THESE TERMS OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND TJC IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND WEBSITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

TJC reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time either permanently or temporarily, at which point your license to use the Service, or a part thereof, will be automatically terminated or suspended. In such event, TJC shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service. Termination of your Account can include

disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may cancel any Account registered to you at any time by emailing support@majorleaguehorseracing.com and requesting that your account be cancelled.

2.8 Ownership.

2.8.1. Games and Service. The Service, including without limitation any games, titles, computer code, software, themes, objects, photographs, horse names, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, chat transcripts, character profile information and recordings of games played are works owned or licensed by TJC Media Ventures, Inc. TJC reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service and its content.

2.8.2. Accounts. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN AN ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO AN ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF TJC. GENERALLY, GAME OR OTHER ACCOUNTS CREATED WITH TJC WILL BE CONSIDERED ACTIVE UNTIL WE RECEIVE A USER REQUEST TO DEACTIVATE OR DELETE THEM; HOWEVER, WE RESERVE THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS OR AS OTHERWISE DESCRIBED HEREIN.

2.8.3. User Content. “User Content” means any communications, images, sounds, data and information that you upload or transmit through a TJC game, the Service or a TJC website, or that other users upload or transmit, including without limitation any chat text.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that: (a) such transmission or submission is accurate and not confidential; (b) such transmission or submission is not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission to transmit or submit from any third party whose personal information or intellectual property is part of the User Content; (c) such transmission or submission is free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content may be processed or used by TJC in accordance with its Privacy Policy.

To the extent required, You hereby grant TJC and its Affiliates a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, aggregate, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to

electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, the website and related matters, including marketing and promotions thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use user posted content (except any content you submit in response to TJC promotions and competitions or any other content specifically solicited by TJC) ends when you delete your User Content or you close your Account unless your User Content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

3. USER CONTENT

3.1 Content Screening. You are entirely responsible for all User Content you post or otherwise transmit via the Service. TJC assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate or illegal content or conduct.

We have no obligation to monitor User Content. If We choose at any time, in our sole discretion, to monitor the Service, We have the right, in Our sole discretion, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the Service or communications (including without limitation chat text and voice communications) when you are using the Service. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring and recording.

3.2 Information Use by Other Members of the Service.

3.2.1. Public Discourse & Unsolicited Ideas. The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. TJC cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it. TJC shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

If you submit suggestions, proposals, comments or other materials (collectively "Submissions") within the Service you understand and agree that TJC (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way; and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

TJC IS NOT RESPONSIBLE FOR A MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS OR CHAT ROOMS.

3.2.2. Responsible For Your Own Content. You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to

others. Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms, and TJC assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please contact us at support@majorleaguehorseracing.com.

TJC may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that, in the sole judgment of TJC, may violate these Terms.

TJC reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

3.3 Disclosure. Your information, and the contents of all of your online communications (including without limitation chat text, voice communications, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed: (a) when We have a good faith belief that We are required to disclose the information in response to legal process (for example, a court order, search warrant or subpoena); (b) to satisfy any applicable laws or regulations; (c) if We believe that the Service is being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction; (d) when We have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and (e) in order to protect the rights or property of TJC, including to enforce these Terms. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring, access and disclosure.

3.4 User Interactions.

3.4.1. Member Disputes. You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and TJC games. TJC reserves the right, but has no obligation, to become involved in any way with these disputes.

3.4.2. Release. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE US (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

4. FEES AND PURCHASE TERMS

4.1 Purchases. It is possible that a game may allow you to purchase, with “real world” money, a license to use certain Virtual Items and or other goods or services. You may also obtain

a license to use Virtual Items by redeeming items within a game or third party virtual currency, such as Facebook Credits.

PURCHASES WITH “REAL WORLD” MONEY OR REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY TO ACQUIRE A LICENSE TO USE VIRTUAL ITEMS OR OTHER GOODS OR SERVICES ARE NON-REFUNDABLE.

When available in a game, you can license Virtual Items by visiting the purchase page in the game, providing your billing information, confirming the particulars of your purchase and re-affirming your agreement to these Terms. When you purchase a license to Virtual Items from our Service, We may send you a confirmatory e-mail that will contain details of the items you have ordered. If such an email is sent, please check that the details in the confirmatory e-mail are correct as soon as possible and maintain a copy of it for your records. TJC keeps records of transactions. If you purchase Facebook Credits from Facebook, you are agreeing to Facebook’s Payment Terms and TJC is not a party to the transaction.

For Virtual Items, your order is an offer to us to purchase a license for the relevant service(s) which will be accepted by us when We make the Virtual Items available in your Account for you to use in our games or debit your credit card, whichever comes first.

Your license to use Virtual Items in a TJC game, to the extent available in the game, is a service provided by TJC that commences upon acceptance by TJC (in TJC’s sole discretion) of your purchase or redemption of third party virtual currency. By ordering a license to use Virtual Items you agree and accept that TJC will provide it to you following completion of your purchase. If you reside in the European Union and you purchase a product or service from TJC, you may have the right to withdraw from a purchase within 7 calendar days, commencing on the day after the date of purchase (the “Cooling Off Period”). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling Off Period. Accordingly, please note that if you purchase a license to use Virtual Items from Us, your right of withdrawal is generally lost as the performance of our services typically begins promptly once your purchase is completed.

4.2 Payment of Fees. You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. TJC may revise the pricing for the Virtual Items or goods and services it licenses or provides to you through the Service at any time. YOU ACKNOWLEDGE THAT TJC IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

5. THIRD PARTY ADVERTISING

5.1 Third Party Advertisements. You understand that the Service, including TJC games and TJC websites, may feature advertisements from TJC or third parties. TJC’s Privacy Policy addresses disclosure of information for third party advertising.

5.2 Links to Third Party Sites and Dealings With Advertisers. TJC may provide links to third party websites or vendors who may invite you to participate in a promotional offer in return

for receiving something from you (such as in-game currency or “real world” currency). Any charges or obligations you incur in your dealings with these third parties are your responsibility. TJC makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Service, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under the control of TJC and may collect data or solicit personal information from you. TJC is not responsible for any actions or omissions by such sites, for their content, business practices or privacy policies, or for their collection, use or disclosure of any information. Further, the inclusion of any link does not imply endorsement by TJC of any linked sites.

6. COPYRIGHT NOTICES/COMPLAINTS

It is TJC's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). TJC reserves the right to terminate without notice any user's access to the Service if TJC determines, in its sole discretion, that such user is a “repeat infringer.”

7. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. You acknowledge and agree that TJC may update the Service with or without notifying you. You may need to update third party software from time to time in order to receive the Service and play TJC’s games.

8. DISCLAIMERS / LIMITATIONS / WAIVERS / INDEMNIFICATION

8.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO BE THE SHORTER OF 30 DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER TJC NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, “TJC PARTIES”) WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8.2 LIMITATIONS; WAIVERS OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OF ACTION WHATSOEVER IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE TJC PARTIES SHALL NOT BE LIABLE FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

THE LIMITATIONS IN THIS SECTION 8 APPLY WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE TJC PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE TJC PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE TJC PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TJC IN THE 180 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID TJC ANY AMOUNTS IN THE 180 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH TJC IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN ADDITION, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8.3 Indemnification. You indemnify, save, and hold TJC, and the TJC Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. TJC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify TJC, and you agree to cooperate with TJC's defense of these claims. TJC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Service.

9. DISPUTE RESOLUTION

9.1 General. If a dispute arises between you and TJC, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and TJC agree that We will resolve any claim or controversy at law or equity that arises out of these

Terms or the Service (a “Claim”) in accordance with one of the subsections below or as We and you otherwise agree in writing. Before resorting to these alternatives, We strongly encourage you to first contact Us directly to seek a resolution. We may consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

9.2 Law and Forum for Legal Disputes. These Terms and any dispute arising out of or related to them or the Service shall be governed in all respects by the laws of the State of New York as they apply to agreements entered into and to be performed entirely within the State of New York between New York residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against TJC must be resolved exclusively by a state or federal court located in the Borough of New York, City and State of New York, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within the Borough of New York, City and State of New York for the purpose of litigating all such claims or disputes. We and you both hereby waive our rights to trial by jury.

The Service is operated out of the United States of America. We do not represent the content or materials present in the Service are appropriate for use in other locations. If you access the Service from a jurisdiction outside of the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws where you reside or where you access the Service, if and to the extent that such laws are applicable to your use of the Service.

9.3 Arbitration Option. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, such person shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

9.4 Improperly Filed Claims. All claims you bring against TJC must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to Section 9.2 shall be considered improperly filed. Should you file a claim contrary to Section 9.2, TJC shall be entitled to recover attorneys' fees and costs up to \$1000, provided that TJC has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

10. SEVERABILITY

You and TJC agree that if any portion of these Terms or of the TJC Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any

other manner or jurisdiction and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.

11. GENERAL PROVISIONS

11.1 Assignment. TJC may assign or delegate these Terms and/or the TJC Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without TJC's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

11.2 Entire Agreement. These Terms, any supplemental policies and any documents expressly incorporated by reference herein (including TJC's Privacy Policy), contain the entire understanding of you and TJC, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

11.3 Language of the Terms. If we provide you with a translation of the English language version of these Terms, the TJC Privacy Policy or any other policy (collectively "TJC Policies"), then you agree that the translation is provided for informational purposes only and does not modify the English language version of the TJC Policies. In the event of a conflict between a translation of the TJC Policies and the English version, the English version of the TJC Policies will control.

11.4 No Waiver. The failure of TJC to require or enforce strict performance by you of any provision of these Terms or the TJC Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of TJC's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by TJC of any provision, condition or requirement of these Terms or the TJC Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers or other acts or omissions by TJC shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of TJC.

11.5 Notices. We may notify you via postings on www.majorleaguehorseracing.com, or via e-mail or any other communications means to contact information you provide to Us. If you are a user in the United States, all notices given by you or required from you under these Terms or the TJC Privacy Policy shall be in writing and addressed to: TJC Media Ventures, Inc., Attn: LEGAL DEPARTMENT, 40 East 52nd Street, New York, New York 10022.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

11.6 Equitable Remedies. You acknowledge that the rights granted and obligations made under these Terms to TJC are of a unique and irreplaceable nature, the loss of which shall irreparably harm TJC and which cannot be replaced by monetary damages alone. Accordingly,

TJC shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any TJC game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 8.2 (if any).

11.7 Force Majeure. TJC shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of TJC, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond TJC's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.