

# License and Terms of Use Agreement

This Agreement sets forth the terms and conditions that govern your license to access and use Goose, Llc's GOOSE™ website (hereinafter referred to herein as “the Site”) and the functionality provided thereon.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY CLICKING ON THE “ACCEPT” BUTTON BELOW AND ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY CLICK ON THE “CANCEL” BUTTON BELOW TO INDICATE THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, BUT YOU WILL THEN NOT BE ALLOWED TO ACCESS OR USE THE SITE.

GOOSE, LLC MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON THE MODIFIED AGREEMENT BEING POSTED ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. THUS, GOOSE, LLC WILL TREAT YOUR CONTINUED ACCESS TO THE SITE AND USE OF THE FEATURES AND FUNCTIONALITY PROVIDED BY THE SITE AS CONFIRMATION THAT YOU CONTINUE TO ACCEPT THE TERMS OF THIS AGREEMENT, EVEN THOUGH THE TERMS MAY HAVE CHANGED FOLLOWING YOUR INITIAL ACCEPTANCE.

## TERMS

### 1. Copyright, Licenses, and Idea Submissions

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owners of all intellectual property, copyrights, and trademarks related to or pertaining to the Site are Goose, Llc., its affiliates, or any other third party licensors with which Goose, Llc. may have formed a contractual arrangement. YOU MAY NOT MODIFY, CREATE DERIVATIVE WORKS OF, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE WITHOUT THE EXPRESS WRITTEN CONSENT OF GOOSE, LLC

However, you may print and download information produced as a result of your use of the Site solely for your own use provided that you agree not to change or delete any copyright or proprietary notices of any other parties from the information. You agree to grant to Goose, Llc. a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) that you may conceive or create, for improving the Site or its functionality and which you disclose to Goose, Llc. by any means and in any media now known or hereafter developed. You also grant to

Goose, Llc. the right to use your name in connection with the submitted materials and information as well as in connection with all advertising, marketing, and promotional material related thereto. You agree that you shall have no recourse against Goose, Llc. for any alleged or actual infringement or misappropriation of any proprietary right in regard to your communication of such information or materials to Goose, Llc.

## 2. Use of the Site

You understand that, except for information, products or services clearly and specifically identified as being supplied by Goose, Llc., Goose, Llc. does not operate, control or endorse any information, products or services on the Internet in any way. Except for materials specifically identified as being offered by Goose, Llc., any and all other products and services accessible through the Site or on the Internet generally are offered by third parties that are not affiliated with Goose, Llc.

You also understand that Goose, Llc. cannot and does not guarantee or warrant that files or other data available for downloading through the Site will be free of infection or viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. You are responsible for implementing appropriate procedures to satisfy your particular requirements for accuracy of data input and output, and for maintaining backup of data external to the Site for the reconstruction of any lost data. Goose, Llc. disclaims any responsibility for the completeness or accuracy of any data produced as a result of your use of the Site.

In connection with your use of the Site, you agree you will not knowingly:

- (a) Transmit any message, information, data, text, software or images, or other content (“Material”) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, that may invade another’s right of privacy or publicity;
- (b) impersonate any person or entity, including but not limited to, a Goose, Llc. official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships;
- (d) post or transmit any Material that contains a virus or corrupt data;
- (e) delete any author attributions, legal notices, proprietary designations, or labels on any third party material that you upload to the Site;
- (f) use the Site’s features so as to adversely affect the availability of its resources to other users;
- (g) violate any applicable local, state, national or international law in connection with using the Site;
- (h) upload or transmit any material to the Site that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any other party;
- (i) delete or revise any material posted to the Site by any other person or entity; or
- (j) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party in connection with any Goose, Llc. product or service if you are not expressly authorized by such party to do so.

**YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. GOOSE, LLC PROVIDES THE SITE AND RELATED INFORMATION “AS IS” AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY SERVICE,**

FUNCTIONALITY, OR ANY INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND GOOSE, LLC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF THE SITE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE, DATA, AND/OR INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. YOU SHOULD UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR RISK. GOOSE, LLC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

### 3. LIMITATION OF LIABILITY

IN NO EVENT WILL GOOSE, LLC BE LIABLE FOR: (1) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, OBTAINING ALTERNATIVE OR REPLACEMENT SERVICES, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE AND THE SERVICES AND FUNCTIONS PROVIDED THEREON, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SITE, OR DOWNLOADED FROM THE SITE, OR ANY DELAY OF SUCH INFORMATION, FUNCTIONALITY, OR SERVICE - EVEN IF GOOSE, LLC OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR, (2) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN SERVICES PROVIDED ON THE SITE, AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SITE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND FUNCTIONALITY PROVIDED AT THE SITE IS AT YOUR SOLE RISK AND THAT THE SERVICES AND FUNCTIONALITY ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, GOOSE, LLC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SERVICES OR FUNCTIONALITY PROVIDED AT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS;
- (B) YOUR USE OF THE SERVICES OR FUNCTIONALITY PROVIDED AT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES OR FUNCTIONALITY OF THE SITE WILL BE ACCURATE OR RELIABLE; OR
- (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AND ACCESS OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

GOOSE, LLC FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT RELATING TO YOUR ACCESS AND

## USE OF THE SITE.

BECAUSE SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES OR PROVINCES, GOOSE, LLC'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### 4. Equipment & Passwords

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use when accessing the Site. Further, you agree that you will be solely responsible to Goose, Llc. for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Goose, Llc. immediately.

### 5. Content Provided on the Site

You understand that all information, such as data files, written text, computer software, music, or audio/visual files (including still and video images) that you may have access to as part of, or through your use of, the Site are the sole responsibility of the person from which such content originated. All such information is referred to hereinbelow as "Content."

You should be aware that Content presented to you as part of the services or functionality provided on the Site may be protected by intellectual property rights that are owned by the individuals or entities who provide the Content to Goose, Llc. (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless so authorized by Goose, Llc. or by the owners of that Content, in a separate written agreement.

Goose, Llc. reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any service or functionality provided on the Site.

You agree that you are solely responsible for (and that Goose, Llc. has no responsibility to you or to any third party for) any Content that you create, transmit, or display while using the Site, or for the consequences of your actions by doing so.

### 6. Licensed Rights

Goose, Llc. grants you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use any software provided to you in connection with your access and use of the functions on the Site (referred to as "the Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the functionality of the Site as provided by Goose, Llc., in the manner permitted by the Terms of this Agreement.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part

thereof, unless expressly permitted or required by law, or unless you have been specifically authorized to do so by Goose, Llc., in writing.

Unless Goose, Llc. has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software to any other party.

## 7. Indemnification and Reservation of Rights

You agree to indemnify, defend, and hold harmless Goose, Llc., its officers, directors, employees, agents, licensors, suppliers and any third party providers to the Site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site.

Goose, Llc. reserves the right to release current or past user information that was supplied by a user for registering to access the Site (but not proprietary information or data of any user that is supplied by the user when implementing functions on the Site) if Goose, Llc. believes that the user's account is being used to commit unlawful acts, if the information is subpoenaed, and/or if Goose, Llc. deems it necessary and/or appropriate.

The Software provided you by Goose, Llc. may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the functionality of the Site and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit them to be delivered to you and installed on your computer for use in connection with the Site) as part of your use of the Site.

## 8. Benefit of Terms

The provisions of the section Indemnification and Reservation of Rights are for the benefit of Goose, Llc. and its officers, directors, employees, agents, licensors, suppliers, and for the benefit of any third parties employed by Goose, Llc. in connection with creating, or running the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

## 9. Term and Termination

If you want to terminate this Agreement with Goose, Llc., you may do so by (a) notifying Goose, Llc. at any time, and (b) closing your account(s) for accessing the Site. Your notice should be sent in writing, to the address for Goose, Llc., which is set forth on the Site, or submitted as an email, as indicated on the Site.

Goose, Llc. may at any time, terminate its legal agreement with you if:

- (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of this Agreement); or,
- (b) Goose, Llc. is required to do so by law (for example, where the provision of the services provided on the Site are, or become, unlawful); or,
- (c) Goose, Llc. is no longer providing the access to the Site to users in the country in which you are

resident, or from which you use the service; or,

(d) the provision of the Services to you by Goose, Llc. is, in its opinion, no longer commercially viable. After this Agreement is terminated or canceled by either party, for any reason, you will have fourteen (14) days to access and download all of your data stored on the Site, which you have provided, input, created, or accumulated while accessing and using the Site.

The provisions of this Agreement under the sections entitled: (a) Copyright, Licenses and Idea Submissions; (b) Indemnification; (c) Benefit of Terms; and, (d) Miscellaneous shall survive any termination of this Agreement. Furthermore, all of the legal rights, obligations and liabilities that you and Goose, Llc. have benefited from, been subject to (or which have accrued over time while the terms of the Agreement have been in force), or which are expressed to continue indefinitely, shall be unaffected by this cessation.

#### 10. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

#### 11. Dealings with Third Parties

Your participation, correspondence or business dealings with any third party in connection with your use of the Site, or regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Goose, Llc. shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

#### 12. Links.

Goose, Llc. or third parties may provide links on the Site, to other World Wide Web sites or resources. Because Goose, Llc. has no control over the content on such other sites and the resources accessible there, you acknowledge and agree that Goose, Llc. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such other sites or resources. You further acknowledge and agree that Goose, Llc. 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 content, goods, or services available on or through any such link site or resource.

#### 13. Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of the State of Washington, USA, applicable to agreements made and to be performed in the State of Washington, USA. You agree that any legal action or proceeding between Goose, Llc. and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the state of Washington, USA.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Goose, Llc's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be

construed as a waiver of any other provision or right. A determination under law that any provision or section of this Agreement is not enforceable shall not adversely affect the enforceability of all other portions of this Agreement. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Goose, Llc. may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

