

Finger On The Pulse Community

Terms and Conditions

As of: September 1, 2014

Welcome to the Finger On The Pulse Community website (“Community”)! Please be sure to read the following Terms and Conditions and other terms and conditions (both in the aggregate “Terms”) that may be posted from time to time in connection with Community projects such as, but not limited to, surveys, forums, polls, chats, phone interviews, and email communications (each an “Activity”). Horizon Media Inc. (“Horizon”) at 75 Varick Street, 14th Floor, New York, NY 10013 is the operator of the Community. Horizon reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms, including our Privacy Policy, at any time and without notice. It is your responsibility to check the Terms periodically for any changes. Your continued visitation to the Community or participation in Activities following the posting of such changes will mean that you accept and agree to the changes. Provided you comply with the Terms, Horizon grants you a personal, non-exclusive, non-transferable, limited privilege to enter the Community and participate in its Activities.

1. Eligibility

Membership in any Community panel is free and is open to individuals only (not corporations or other business entities) who are legal residents of one of the 50 United States or the District of Columbia (the “Territory”) and are at least eighteen (18) years of age or such other age at the time of registration. Residents of other countries and other territories or U.S. military bases located outside of the Territory are not eligible to be members of the Community and all such individuals should not attempt to register for the Community or should decline any inadvertent or unknowing invitation by Horizon or its representatives to join the Community. You are permitted to have only one Community account and such account is non-transferable and may be utilized only by you. You are solely responsible for providing or having access to any computer equipment and communications services necessary to connect to and access the Community.

2. Registration and Passwords

While you may access the Community without registering for membership as a member or panelist, in order for you to establish a membership account and participate in Activities, you must complete the provided online registration form, provide Horizon with complete and valid contact information on the form, including your full legal name, home address, valid e-mail address, and all other requested information. Your account must have a unique and valid e-mail

address and password. Upon acceptance of your registration form, Horizon will assess your profile and determine whether you are accepted as a member of the Community. Horizon is not obligated to accept any individual as a member of the Community.

You agree to provide only accurate, current and complete registration information and to keep that information updated. Horizon will have the right to terminate or suspend your membership and you may forfeit any rewards earned if you fail to provide required personal information and keep it updated and complete.

You may use only one (1) password to open and access your account, may not use another account holder's account or allow anyone else to use your account or password, for any reason. You are solely responsible for the security of your user name, account and password and any activity that occurs under your membership account, whether authorized or unauthorized. Horizon and its representatives, sponsor clients, vendors and contractors and their respective directors, officers, employees, agents and representatives (together, "Horizon Entities") will not be responsible for any losses incurred through the use of your password by a third party. You agree to immediately notify Horizon at support@fotp-community.com of any unauthorized use or breach of your member account.

By becoming a member of the Community, you agree to receive invitations to participate in Activities and communications from Horizon's promotional partners. Horizon does not guarantee that you will receive a certain minimum volume of invitations. However, Horizon will use reasonable efforts to provide a reasonable number of open reward-eligible Activities in a given month for you to participate in.

3. Rewards

Horizon values Community member opinions, and to show its appreciation, Horizon offers rewards for participation in and, if required, completion of Community activities. The rewards are solely in the form of entries in the Community promotional drawings. The rewards offered in connection with Activities are subject to change without notice. For details of how to secure rewards, promotion timings, prize details and other details, go to the Promotion Official Rules page.

4. Code of Conduct

The Community is dedicated to making your voice heard and allowing you to tell leading providers of products and services what you think. It is for your personal use and you should not use it for any other purpose that is not specifically authorized by Horizon. Without limiting the foregoing, Community members must observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members and **do not**:
 - Post any of the following:
 - Material that advocates illegal activity or promotes political, religious or ideological beliefs unless specifically a subject of an Activity;
 - Statements or images that are personal attacks, obscene, vulgar, illegal, in bad taste, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or are an invasion of someone else's privacy or an infringement of any of their rights;
 - Advertise, promote, buy or solicit for or offer goods, services, or money for yourself or others. For example (and not in limitation), do not post any advertising, referrals, promotional materials, junk mail, "spam," chain letters, pyramid schemes or any other form of solicitation;
 - Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property right of another; or
 - Any statement that expresses or implies that any actions you take are endorsed by Horizon, the Community or Horizon's clients.
- Participate in any Activity other than in good faith, such as providing false answers or speeding through a survey or answering each question the same way. Horizon reserves the right to withhold awarding rewards to you if, in its sole reasonable opinion, your Activity responses are untruthful or not well considered or not properly or fully executed.
- Access or use the Community or Activity in any way that may violate any applicable federal or state law, regulation, or other governmental requirement.
- Impersonate any individual or entity, including, without limitation, a Horizon employee, agent or sponsoring client, or other Community members or otherwise misrepresent your affiliation with any person or entity (for example and not in limitation, stating, inferring or implying in any part of the Community or any Activity that you have a relationship with Horizon other than as a member of the Community or that Horizon or any third party has endorsed you for any purpose).

- Publish or make reference to the Community, Community content, or any Activity in any media (including by the use of links) without Horizon's prior written permission.
- Collect or store any personal information about other members.
- Access or attempt to access any service or area of the Community that you are not authorized to access.
- Use any robot, spider, scraper or other automated means or interface for unauthorized access to the Site or extraction of data.
- Cause or abet the placement or execution of harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact the Community, Horizon, the other Horizon Entities, other members or visitors to the Community or take any action that might impose a significant burden on the Community's infrastructure or interfere with its operation.
- Re-post on the Community any statements you receive from the Community help team or communicate with the help team in an inappropriate, improper or abusive manner.
- Engage in any other activity that Horizon deems inappropriate, improper or abusive, in its sole discretion.

Failure to comply with this Code of Conduct or any of the other Terms of the Community and its Activities may result in the suspension and termination (or perpetual termination, in Horizon's discretion) of your membership account and forfeiture of any rewards accumulated. Horizon shall be the sole determiner of whether you are in compliance with this Code of Conduct and any of the other Terms of the Community and its Activities.

5. Cancelling Your Account

You may cancel your account at any time by contacting Horizon at support@fotp-community.com or by activating the "Unsubscribe" feature on the Community. Your account will also be cancelled if you withdraw your membership to the Community. You understand and agree that upon closing your account, your right to access or participate in the Activities will cease. Horizon has the right terminate your account at any time for any reason it reasonably determines.

6. Privacy

To better understand how Horizon collects, uses and shares your personal information, please review its privacy policy, which is accessible through the "Privacy and Legal" link located at horizonmedia.com.

7. Confidentiality

Horizon or its sponsoring clients may disclose confidential and/or proprietary information and materials to you as part of an Activity and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, new product ideas or concepts, packaging concepts, advertising and movie or television concepts or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you in Activities in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Activity. If you breach this obligation, in addition to termination of your account, you may be exposed to legal liability, including the payment of monetary damages, for any such unauthorized disclosures.

8. Member Content and License

You hereby give a non-exclusive, perpetual, unlimited, worldwide, royalty-free right to Horizon and the other Horizon Entities to use for any purpose any content you submit to the Community, including the right to edit, copy, transmit, publish, display, modify, distribute, create derivative works from and develop such content and to transfer such content to third parties. You, and not Horizon, will have sole responsibility and liability for all content you use, upload, post or submit to the Community, including on Community message boards and in any Activity in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post or disseminate such content.

9. Relationship

You agree that neither your membership in the Community nor your completion of any Activities shall create any agency, partnership or employment relationship, and no participation in the Community or an Activity is or should be inferred to be an employment agreement or other offer or commitment of employment. You also agree that any rewards you receive for participating in or completing Activities are full and complete compensation you will receive for such Activity participation and completion.

10. Suspicious Activity, Misconduct and Fraud

Horizon has the right to monitor all member activity on the Community and Activities. If required by law or if you have violated the Code of Conduct or the other Terms, or in the event that your

account shows signs of fraud, abuse or suspicious activity, your member account may be suspended or terminated. If you have conducted any fraudulent activity, Horizon further reserves the right to take any necessary legal action including, without limitation, securing the return or confiscation of any Promotion prizes as a result of such activity. In addition, you may be liable for monetary losses to the Horizon Entities for such fraudulent activities, including litigation costs and damages.

If you believe that you have won a Promotion prize in error or you believe that your member account has been the subject of suspicious activity, please contact Horizon immediately. If it is determined by Horizon that you have been the victim of fraud, Horizon will make arrangements, if necessary, to provide you with a new member account.

11. Links

Horizon may provide links from the Community or an Activity to third-party websites as a convenience to you, and Horizon's providing of any link does not constitute an endorsement by Horizon of such websites or vice versa. You agree that Horizon is not responsible for examining or evaluating the content or accuracy of any website or its content. Horizon does not represent or warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties linked to or through the Community or Activities. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Horizon is in no way responsible for any such use by you.

12. Ownership

The Community is protected by intellectual property laws and you agree to abide by them. All rights not expressly granted to you are reserved by Horizon or its licensors. All trademarks, service marks, logos and trade names on the Community and Activities are the property of Horizon or the respective stated owners. All rights are reserved.

As used herein, "Content" means (without limitation) the Community, its Activities and all of its text, design, graphics, images, sound files, animation, video, interfaces, software, code and the selection and arrangement thereof appearing or included from time to time. All Content is subject to intellectual property rights, contractual rights or other legal protection. The intellectual property rights are owned by Horizon or its licensors. No Content may be copied, distributed, republished, uploaded, posted or transmitted in any way except pursuant to the express

provisions of these Terms or with Horizon's written consent which may be granted or refused in Horizon's absolute discretion. No title or ownership right to any Content is transferred to you and is only useable by you by the limited license granted in the Terms.

13. Disclaimer of Warranties

You expressly agree that your use of the Community and participation in Activities is at your sole risk. You agree that the Community, the Activities and the content and functionality therein are provided by Horizon or the other Horizon Entities "AS IS" and "AS AVAILABLE." The Horizon Entities are not responsible for typographical, technical or mechanical errors regardless of source. In addition, the Horizon Entities do not represent or warrant that any Content on the Community or any Activities is accurate, complete, current or without error. You hereby release the Horizon Entities from all liability regarding the redemption and use of any rewards, including any rewards that, after receipt, may be lost, stolen or destroyed.

THE HORIZON ENTITIES DISCLAIM ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (A) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OF RESULTS, AND OF ACCURACY OR COMPLETENESS OR PRIVACY OR SECURITY OF INFORMATION; AND (B) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE HORIZON ENTITIES FURTHER DISCLAIM ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO REASONABLE CARE, WORKMANLIKE EFFORT, FREEDOM FROM COMPUTER VIRUS, AND LACK OF NEGLIGENCE. THE HORIZON ENTITIES FURTHER MAKE NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE COMMUNITY, OR AGAINST INFRINGEMENT.

14. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT THE HORIZON ENTITIES WILL NOT BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR GENERAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OR DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE

RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT OR THIS SITE, EVEN IF ANY HORIZON ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

IN NO EVENT SHALL THE LIABILITY OF THE HORIZON ENTITIES EXCEED THE ACTUAL RETAIL VALUE OF A PRIZE AWARDED, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE COMMUNITY, TO THE FAIR MARKET RETAIL VALUE OF YOUR ACCRUED REWARDS AND PRIZES AWARDED TO YOU OR \$1,000, WHICHEVER IS LESSER.

15. Indemnification

You agree to indemnify and hold the Horizon Entities, and their respective parent and affiliated companies, together with their officers, directors, owners, employees and agents harmless from any and all claims, losses, damages, suits, fines, levies and costs (including reasonable attorney's fees and reasonable expert witness costs, including reasonable costs associated with in-house counsel), (collectively "Claims"), arising from or related to your use of the Community, Activities or any content you place on or submit to the Community or an Activity including Claims made by third parties. You agree that each Horizon Entity has the unlimited right to defend any Claim and to settle any Claim without your prior permission. You agree to provide the applicable Horizon Entity with all reasonable assistance in the defense of any Claim.

16. Applicable Law

The Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Community or Activities shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of New York and to submit to the sole and exclusive personal jurisdiction to said courts in the State of New York, for any such dispute and irrevocably waive any and all rights to object to such jurisdiction; b) that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, but in no event attorneys' fees, legal expenses or court costs; and c) that under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

17. Notices

Notices to You: All notices that we may be required to give will be by posting on the Community or, if appropriate, the applicable Activity. We may, in our sole discretion, give notice by email, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration.

Notices to Us: Horizon receives a large number and variety of emails, so, except as specifically provided otherwise in the Terms or a particular Activity or Promotion, you agree to send us notice by certified mail, return receipt requested or by nationally known express courier (such as FedEx or UPS) and sending it to Horizon Media Inc., 75 Varick Street, 14th Floor, New York, NY 10013 Attn: WHY FOTP Team. If a law requires us to accept email notice notwithstanding the foregoing, call us at (212) 220-6295 (Business and Legal Affairs) for our address established for receipt of such notices.

18. Entire Agreement; Miscellaneous

The Terms, Privacy Policy and the Promotion Official Rules as well as any additional terms or conditions related to an Activity, and disclosures provided by us and consents provided by you on the Community (collectively, the "Entire Agreement"), constitute the Entire Agreement between you and Horizon and neither of us has relied on any representations made by the other

that are not expressly set forth in the Entire Agreement. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Horizon's failure to act with respect to a breach does not waive its right to act with respect to subsequent or similar breaches. The Community is controlled by Horizon from its offices within the United States of America and is directed to U.S. users. If you choose to access the location from locations outside the U.S., you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Community in violation of U.S. export laws and regulations or the Entire Agreement.

19. Notice of Copyright Agent (Digital Millennium Copyright Act)

Horizon respects the intellectual property rights of others. Anyone who believes that their work has been reproduced on the Community or an Activity in a way constituting copyright infringement may provide a notice to the designated Copyright Agent below for the Community containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent:

Business and Legal Affairs
Horizon Media, Inc.
75 Varick Street
14th Floor
New York, NY 10013
Email: legal@horizonmedia.com