

SURFERBUCKS.COM USER AGREEMENT

This User Agreement was last updated on March 17, 2017.

The website SURFERBUCKS.COM is a division of The Steven Lang Corporation.

Membership in SURFERBUCKS.COM is 100% FREE !!!! To be a member of SURFERBUCKS.COM, you do NOT have to use a credit card, you do NOT have to pay any monthly fees, you do NOT have to pay any annual fees, and you do NOT have to sign any type of contract requiring any fees.

The Steven Lang Corporation states that it is important to read this User Agreement (hereinafter also referred to as "Agreement") carefully before becoming a member of the website SURFERBUCKS.COM (hereinafter also referred to as "Website"). By clicking on the box "CLICK ON I AGREE WITH THE SURFERBUCKS.COM USER AGREEMENT," the prospective member now becomes a SURFERBUCKS.COM member (hereinafter also referred to as "member" [Note: All references in the Agreement to "member," "members," "Member," or "Members" specifically refer to members of the website SURFERBUCKS.COM – that is, SURFERBUCKS.COM members; moreover, all references in the Agreement to "member," "members," "Member," or "Members" refer to SURFERBUCKS.COM members in general (and not to any particular or specific SURFERBUCKS.COM member or members) – for example, this User Agreement applies to ALL members, NOT just to one member named "Bill Smith."]) and, therefore, the new member agrees to be legally bound by all the terms and conditions of the Agreement. By clicking on the box "CLICK ON I DON'T AGREE WITH THE SURFERBUCKS.COM

USER AGREEMENT,” the declining prospective member then indicates that the declining prospective member does not wish to be a member of SURFERBUCKS.COM, and the declining prospective member will not be allowed to enjoy the many benefits of SURFERBUCKS.COM and, therefore, the declining prospective member is not legally bound by any terms or conditions of the Agreement. The Website’s acceptance of the Agreement is expressly conditioned upon the prospective member’s clicking on the box “CLICK ON I AGREE WITH THE SURFERBUCKS.COM USER AGREEMENT,” indicating a mutuality of consideration, as the new member assents to all the terms and conditions of the Agreement. By clicking on the box “CLICK ON I AGREE WITH THE SURFERBUCKS.COM USER AGREEMENT” and creating an individual membership, the new member certifies that he/she is at least eighteen years of age. The new member certifies that he/she is legally permitted to participate in the Website. The new member certifies that he/she takes full legal responsibility for his/her use of SURFERBUCKS.COM during the entire length of time that the new member remains a member (e.g., one year, five years, ten years, etc.), even if there are lengthy breaks of time in between the member’s ongoing use of SURFERBUCKS.COM.

SURFERBUCKS.COM also allows a parent to set up a separate screen name membership for his/her son(s)/daughter(s) under the age of eighteen; accordingly, this parent certifies that he/she takes full legal responsibility for his/her under-eighteen son’s(s’)/daughter’s(s’) use of SURFERBUCKS.COM during the entire length of time of the son’s(s’)/daughter’s(s’) use of SURFERBUCKS.COM, even if there are lengthy breaks of time in between the son’s(s’)/daughter’s(s’) use of SURFERBUCKS.COM. Once the son(s)/daughter(s) reaches/reach the age of eighteen, this/these son(s)/daughter(s) will now take full legal responsibility for his/her/their own use of SURFERBUCKS.COM, even if there are lengthy breaks of time in between the son’s(s’)/daughter’s(s’) use of SURFERBUCKS.COM, and even if the son(s)/daughter(s) is/are still using the exact same membership(s) set up by the parent while the son(s)/daughter(s) was/were under the age of eighteen.

A member of SURFERBUCKS.COM hereby agrees not to allow anyone else to use the member’s specific screen name membership.

For company memberships, i.e., having a company profile on SURFERBUCKS.COM, only an officer of the pertinent company may create the company profile on SURFERBUCKS.COM. The officer setting up the company profile on SURFERBUCKS.COM is a member of SURFERBUCKS.COM and referred to as the “officer-member” (Note: The officer-member will also have an individual membership profile on SURFERBUCKS.COM entirely separate from the company profile.). By creating a company profile, the officer-member certifies that the officer-member is at least eighteen years of age and, in fact, has evidence of bona fide officer status with the pertinent company. The officer-member creating a company profile certifies

that he/she, as well as the pertinent company, are legally permitted to participate in SURFERBUCKS.COM. The officer-member creating a company profile certifies that he/she is legally permitted by his/her company to set up a company profile on SURFERBUCKS.COM. The officer-member creating a company profile certifies that he/she takes full legal responsibility (as an officer of the pertinent company, and on behalf of the pertinent company) for the company profile use of SURFERBUCKS.COM during the entire length of time of the company profile use of SURFERBUCKS.COM, even if there are lengthy breaks of time in between the company profile use of SURFERBUCKS.COM.

The following paragraph sections discuss important information regarding (i) advertisements (ii) communications (iii) intellectual property (iv) disclaimers (v) Agreement and Covenant Not to Sue and (vi) privacy policy:

1. **ADVERTISEMENTS:** The Website views and regards each member's Chat Page/Profile Page, as well as each one of the member's video pages (created by video upload by the member), as a website "publisher" for internet advertising purposes. The Website reserves the right to post any internet advertisement(s) onto the member's Chat Page/Profile Page, as well as onto each one of the member's video pages (created by video upload by the member). (Note: The Agreement's discussion of advertisement[s] refers to any and all internet advertisements posted to the member's Chat Page/Profile Page, as well as posted to each one of the member's video pages [created by video upload by the member].) The member agrees not to commit any conduct whatsoever (including simple conduct and/or advanced computer programming conduct) to hinder, obscure, block (fully or partially), remove (fully or partially), and/or minimize any internet advertisement(s) on SURFERBUCKS.COM that is/are posted to any member's(s') Chat Page(s)/Profile Page(s), and/or posted to any member's(s') video page(s) (created by video upload by the member[s]). The member shall not – and shall not direct, coerce, authorize, and/or encourage any third party to: (i) Generate fraudulent impressions of and/or fraudulent clicks on any internet advertisement(s) on SURFERBUCKS.COM, including, but not limited to, through repeated manual clicks, the use of robots, automated query tools, computer generated search requests, the fraudulent use of other search engine optimization services, and/or software; (ii) edit, modify, filter, and/or change the order of the information contained in any internet advertisement(s) on SURFERBUCKS.COM; (iii) redirect an end user away from any web page(s) accessed by an end user after clicking on any part of any internet advertisement(s) on SURFERBUCKS.COM, provide a version of an advertiser page(s) different from the page(s) an end user would access by going directly to the advertiser page(s), and/or

intersperse any content between the internet advertisement(s) and the advertiser page(s).

2. **COMMUNICATIONS:** For any matters whatsoever regarding the website SURFERBUCKS.COM, the member agrees to direct to the Website – and not to any advertiser or any other third party – any and all communications.
3. **INTELLECTUAL PROPERTY:** SURFERBUCKS.COM is protected by all applicable state, federal, and international intellectual property laws. Any internet advertisement(s) is/are similarly protected by copyright and/or all applicable state, federal, and international intellectual property laws. Members shall abide by all copyright notices, information, and restrictions contained in any internet advertisement(s).
4. **DISCLAIMERS:** The member acknowledges and agrees that the Website has no special relationship with, and no fiduciary duty to, the member. The member specifically acknowledges and expressly agrees that the Website is not liable for (and, moreover, the member accepts and assumes all liability [in any way] and risk regarding): Which users gain access to the Website; what internet advertisers access or receive via the Website; what internet advertisers may make available, publish, or promote on the Website; what effects any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) on the Website may or will have on the member; how the member may or will interpret, view, and/or use any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) on the Website; what actions the member may or will take as a result of having been exposed to any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) on the Website; and/or whether any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) on the Website is/are being displayed properly. The member uses the Website at the member's own risk. The member specifically acknowledges and agrees that the Website has no control over (and is merely a passive conduit with respect to) any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website (as well as any action[s], and/or conduct, directly or indirectly involving the Website) by (i) the member and/or (ii) another member/other members and/or (iii) internet advertiser(s) and/or (iv) any other person(s) and/or

organization(s) allowed or not allowed to access the Website. The member is solely responsible (and assumes all liability [in any way] and risk) for determining whether or not any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website is/are appropriate or acceptable to the member. The member releases the Website from any and all liability in any way (and the member assumes all liability [in any way] and risk) relating to the member's acquisition (or failure to acquire), provision, use, and/or other activity relating in any way to any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website (as well as any action[s], and/or conduct, directly or indirectly involving the Website) by (i) the member and/or (ii) another member/other members and/or (iii) the Website operator(s) and/or (iv) internet advertiser(s) and/or (v) any other person(s) and/or organization(s) allowed or not allowed to access the Website. The member releases the Website from any and all liability in any way (and the member assumes all liability [in any way] and risk) relating to the Website containing, or, in some manner, directing the member to information containing, material that some, many, or all persons find mildly, moderately, or extremely offensive or inappropriate. The Website makes no representations concerning any content contained in or accessed through, or, in some manner, resulting from, the Website, and the Website will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in and/or accessed through the Website, or, in some manner, resulting from the Website. The Website makes no representations of any legal or fiduciary duty to the member. The Website is provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement. The Website does not warrant the results of the use of the Website; the Website does not guarantee any results from the Website.

5. **AGREEMENT AND COVENANT NOT TO SUE:** (Note: For these purposes, the "Agreement" refers to this User Agreement; the "Agreement and Covenant Not to Sue" specifically refers to the Agreement and Covenant Not to Sue portion of the Agreement.) The member, for himself/herself, and on behalf of his/her current and/or former agents, attorneys, attorneys-in-fact, heirs, assigns, successors, executors, guardians, and administrators, specifically acknowledges and expressly agrees that the Agreement legally constitutes the member's Agreement and Covenant

Not to Sue, and that the member will not – at any time in the present or future – initiate and/or participate – in any manner – in any lawsuit(s), and/or administrative complaint(s) or charge(s), and/or any legal action(s) or legal proceeding(s), and/or class action lawsuit(s), and/or mass tort claim(s)/action(s) arising from, resulting from, or somehow involving any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website (as well as any action[s], and/or conduct, directly or indirectly involving the Website) by (i) the member and/or (ii) another member/other members and/or (iii) the Website operator(s) and/or (iv) internet advertiser(s) and/or (v) any other person(s) and/or organization(s) allowed or not allowed to access the Website. The member, for himself/herself, and on behalf of his/her current and/or former agents, attorneys, attorneys-in-fact, heirs, assigns, successors, executors, guardians, and administrators, hereby expressly accepts and assumes all liability (in any way) and risk for any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website (as well as any action[s], and/or conduct, directly or indirectly involving the Website) by (i) the member and/or (ii) another member/other members and/or (iii) the Website operator(s) and/or (iv) internet advertiser(s) and/or (v) any other person(s) and/or organization(s) allowed or not allowed to access the Website. The member is fully aware that the Website is a social networking website; the member fully understands the definition, intent, goal, nature, and purpose of social networking websites in general; the member has had sufficient and ample opportunity to fully examine many other social networking websites – of all types – prior to using the Website; the member has consulted with, or has had sufficient and ample opportunity to consult with, internet experts of his/her own choosing so that these internet experts can thoroughly examine the Website and then thoroughly discuss the intent, goal, nature, and purpose of the Website with the member prior to the member’s using the Website, and, therefore, the member is able to understand and evaluate the risks of the Website prior to using the Website. The member, for himself/herself, and on behalf of his/her current and/or former agents, attorneys, attorneys-in-fact, heirs, assigns, successors, executors, guardians, and administrators, acknowledges and agrees that there may or will be risks that are known, unknown, suspected, unsuspected, foreseeable, and/or unforeseeable involving the Website, and the member hereby agrees to fully accept and assume all such risks. Pursuant to said member’s Agreement and Covenant Not to Sue, the member, for himself/herself, and on behalf of his/her current and/or former agents, attorneys, attorneys-in-fact, heirs,

assigns, successors, executors, guardians, and administrators, irrevocably and unconditionally expressly releases, acquits, holds harmless, forever discharges – and expressly waives any and all past, present, and/or future claims of liability in any way against – the Website, the current and/or former corporation or company that owns the Website, the corporation’s (that is, the corporation that owns the website) current and/or former shareholders, directors, officers, partners, managers, members, employees, agents, attorneys, representatives, and insurers, as well as their current and/or former agents, attorneys, attorneys-in-fact, heirs, assigns, successors, executors, guardians, and administrators, and, additionally, current and/or former Website-affiliated and/or Website-related corporations, companies, firms, associations, partnerships, and other entities, as well as their current and/or former successors, assigns, owners, shareholders, directors, officers, partners, managers, members, employees, agents, attorneys, representatives, and insurers (as well as their current and/or former agents, attorneys, attorneys-in-fact, heirs, assigns, successors, executors, guardians, and administrators) from – and in any way involving – any and all lawsuits, proposed lawsuits, disputes, charges, claims, liabilities, personal injury (physical injury and/or emotional injury [e.g., claims for intentional and/or negligent infliction of emotional distress]), death, destruction of property, damages, responsibilities, obligations, causes of action, costs, losses, attorneys' fees, and any expense(s) whatsoever, whether known or unknown, suspected or unsuspected, foreseeable or unforeseeable, arising from, resulting from, or in any way involving any internet advertisement(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s), and/or any communication(s) entered into/posted onto the Website and/or transmitted on and/or through the Website (as well as any action[s], and/or conduct, directly or indirectly involving the Website) by (i) the member and/or (ii) another member/other members and/or (iii) the Website operator(s) and/or (iv) internet advertiser(s) and/or (v) any other person(s) and/or organization(s) allowed or not allowed to access the Website. The member specifically acknowledges and expressly agrees that the member’s Agreement and Covenant Not to Sue equally applies and equally refers to ALL portions contained within the Agreement (all portions such as Advertisements, Communications, Privacy Policy, Disclaimers, Intellectual Property, etc.); similarly, the member specifically acknowledges and expressly agrees that the member’s Agreement and Covenant Not to Sue equally applies and equally refers to ALL portions of the Website (all portions such as the Home Page [i.e., landing page of the Website], the Website’s Sign Up [member registration] Page, ALL the members’ Chat Pages/Profile Pages, ALL the members’ video pages [created by video upload by ALL the members], ALL the members’ Photos Pages, etc.). The member hereby acknowledges and agrees that the member is a

member voluntarily, entirely by his/her very own choice and own free will, and the member, by accessing and using the Website, expressly agrees with the Agreement, including the member's Agreement and Covenant Not to Sue; at the same time, the member understands that he/she should immediately discontinue use of the Website should the member – at any time – suddenly change his/her mind and disagree with any portion(s), or all portions, of the Agreement, including the member's Agreement and Covenant Not to Sue. The member specifically acknowledges and expressly agrees that (i) he/she has consulted with, or has had ample and sufficient opportunity to consult with, an attorney of his/her own choosing regarding the Agreement, including the member's Agreement and Covenant Not to Sue; (ii) he/she has read the Agreement and fully understands all of its terms and conditions and their import; (iii) the consideration provided for herein is good and valuable; and (iv) he/she is entering into the Agreement voluntarily, of his/her own free will, and without any coercion, undue influence, threat, and/or intimidation of any kind or type whatsoever.

6. **PRIVACY POLICY:** The member understands that the reason the Website collects personal information, as well as non-personal information, is so that (1) the Website can stay in very strict compliance with the rules, regulations, and laws set forth by the IRS and other government authorities/agencies, regulators, and/or law enforcement and (2) to permit the Website to achieve the highest possible level of successful performance. Examples of personal information are: Full name, address, email address, and social security number. The Website collects personal information from members through the online sign up (member registration) process. Members are required to keep this personal information current as the members use the Website's services. Personal information is also collected from email communications to the Website's customer service office. Through the interface, members can change the personal information the Website collects from them (except for personal information derived from email communications), though for auditing and fraud detection purposes, the Website may store personal information previously entered by a member even after it is modified or deleted by the member. All personal information (as well as any other data/information pertinent to the Website) is stored in the Website's data storage management center(s) and/or the Website's third party data storage management center(s). The Website keeps all personal information collected from members (as well as any other data/information pertinent to the Website) indefinitely, though the Website reserves the right to delete such information at any time. The Website intentionally does not collect personal information from those persons under the age of eighteen. The Website does not collect personal information from non-member-viewers. (Note: For the purposes of the Agreement, a "viewer" is

defined as any member or non-member who – at any time – views [or, in some manner, obtains information/data/video(s)/photo(s)/image(s)/communication(s) from] any portion[s] of the Website [or the entire Website].) The Website may or may not merge personal information the Website collects from members with non-personal information the Website collects from non-member-viewers. The Website may or may not merge personal information collected from members with non-personal information collected from members. Non-personal information is any information other than personal information: (1) Session Data: Information the Website may or will collect from members and non-member-viewers to assist these members and non-member-viewers with the navigation of the Website and to allow the Website to achieve the highest possible level of performance. The Website may or will collect session data from non-member-viewers by setting Cookies on their browsers. (Note: A Cookie is a small packet of data that is stored on a browser.) The Website may or will also collect session data from members (when they log into the Website’s interface) by setting Cookies on their browsers and by recording session data in the Website’s action logs. Session data may or could be able to be viewed using the tools available in the browser to view Cookies, and non-member-viewers may or could be able to delete this session data by deleting the associated Cookies from their browser. Members cannot see, modify, or delete any session data the Website collects that is stored on the Website’s system. Non-member-viewers cannot see or change the session data the Website sends to third parties to assist in designing and improving the Website. The Website may or will store session data in Cookies on a member’s or non-member-viewer’s browser and/or in the Website’s data storage management center(s) and/or the Website’s third party data storage management center(s). Session data stored in Cookies is retained until it is overwritten at a later time with new session data or until a member or non-member-viewer deletes the Cookies from his/her browser. Session data stored by the Website is retained indefinitely, though the Website reserves the right to delete such information at any time; (2) Account Data: Information the Website collects from members that is not personal information or session data. Account data may or may not be merged with the personal information or session data of the particular member. Examples of account data are: The date, time, and IP address of a member’s initial registration and any subsequent login to the interface. The Website may or will collect account data from members through the interface as they register, log in or out, or make decisions on the interface. Some of this account data may or will be collected when a member enters information into the interface in response to a query, while other account data may or will be collected by action logs. Members may or could be able to see and change account data that was entered by the members into the interface. Members

cannot see or change account data that the Website recorded in the Website's action logs on behalf of members, such as the date and time they last logged into the interface or their most recent activities using the interface; (3) Viewer Data: Viewers are member-viewers and/or non-member-viewers. The Website collects viewer data for numerous purposes, for example, to possibly/probably optimize the delivery of internet advertisements to advertising zones. The Website may or will also use viewer data for fraud prevention and detection, as well as to document transactions for invoicing. Examples of viewer data/information are: (i) The type and version of browser and operating system used by the viewer; (ii) the approximate geographic location of the viewer based on his/her IP address; (iii) the most recent part of the Website to which the viewer has navigated; (iv) any past internet advertisements the viewer has viewed or on which the viewer has clicked; (v) any past conversions from internet advertisements by the viewer of which the Website is aware; and (vi) any other inferences the Website makes regarding a viewer's preferences or other informational data. The Website may or will collect system information from viewers using information transmitted by their browser; the Website may or will collect geographic information from viewers from information associated with the viewer's IP address. The Website may or will also collect other viewer data from Cookies and Pixels. If a viewer views an internet advertising zone, the Website may or will set or update one or more Cookies on the particular viewer's browser. Moreover, each time that particular viewer views an internet advertising zone, clicks on an internet advertisement, or takes action with a vendor that resulted from an internet advertisement (such as completing a lead form and/or purchasing a product and/or service), the Website may or will update those Cookies, and the Website may or will update a log file associated with that particular advertising zone display to record the particular viewer's interests or preferences. The Website may or will also contract with third party data providers to purchase viewer data. In order to match third party viewer data with a particular viewer, the Website may or will allow third parties to drop the Website's Pixel on parts of the Website the particular viewer navigates so that the Website can update the Cookie put on the viewer's browser. Viewers may or could be able to see the viewer data stored in Cookies by using the tools available in their browser to view Cookies. Viewers cannot change this viewer data, but a viewer may or could be able to delete Cookies, disable Cookies, limit Cookies to those that are pre-approved, or block Cookies that record viewer data by setting an opt-out Cookie. Viewers cannot see or change the viewer data that may or will be stored in log files, though if a viewer deletes Cookies or sets an opt-out Cookie, the viewer may or will delete the Visitor ID (a randomly-generated identifier [not an actual identity]) from the browser, and there would probably be no way to tie a particular log file back

to the browser. The Website may or will store viewer data on Cookies in a viewer's browser, and the Website will probably retain this viewer data until the Website records more recent or relevant information over that data. The Website may or will also store viewer data in the Website's log files which could be maintained in the Website's data storage management center(s) and/or the Website's third party data storage management center(s). Note: This next portion of the Privacy Policy discusses, and provides more information on, Cookies, Pixels, and log files: Cookies: As indicated, a Cookie is a small packet of data that is stored on a browser. The Website may or will use Cookies to store session data and viewer data. The Website may or will assign a Visitor ID to a particular browser, and store it in a Cookie so that a website can recognize that same particular browser the next time a viewer visits that particular website. Cookies allow the Website to store viewer preferences, customize the display of content on a viewer's browser, and record activities relating to internet advertising zones so that viewers will receive more relevant and less repetitive internet advertisements when they next encounter an internet advertising zone. Most browsers are set up initially to accept Cookies, however, there are ways that a viewer may or could be able to refuse Cookies. The viewer may or could be able to set his/her browser to disable or delete all third-party Cookies; the mechanics to do this vary by browser, and the viewer should check the viewer's browser's help file to learn how to take this action. If the viewer disables or deletes Cookies at the browser level, the features and functionality of many websites may or will be affected, and the viewer may or will see the same content and internet advertisements repeatedly on some websites, including the Website. A viewer may or could be able to set his/her browser to prompt the viewer each time a website wants to set a Cookie and ask for the viewer's permission. By refusing permission to any given Cookie, the viewer will prevent only a single Cookie from being created. Note, however, that because of the number of Cookies set by some websites, choosing to review Cookies on an individual basis could prove to be burdensome and could interfere with the features and functionality of some websites, including the Website. In terms of Cookies, note that first-party Cookies are set by the site domain seen in the address bar; whereas, third-party Cookies are set by different domain sources contained in any given webpage (for example, internet advertisements). Pixels: A Pixel (also known as a web beacon) is an image on a website page that may or may not be visible to the naked eye. The Website may or will use Pixels to convey viewer data to a browser or to the Website's log files. Viewing a screen with a Pixel may or will instruct a browser to update a Cookie associated with that Pixel. For example, if the Website wanted to record whether a product was purchased using a particular browser, the Website would place a Pixel on the advertiser's website so that when the

purchase was completed, the Cookie on that particular browser would be updated to reflect the purchase. At the same time, the Website could record the purchase in a log file. Most browsers are set up initially to accept Pixels. Two ways to prevent Pixels from recording information about web activities are: (1) Set the browser controls to reject all third party image tags; the mechanics to do this vary by browser, and it's important to check a browser's help file to learn how to take this action. Please note, however, that rejecting all third party image tags may or will interfere with the features and functionality of many websites, including the Website; (2) Because Pixels are used to update Cookies on a browser, a viewer may or could be able to instruct a browser to disable or delete Cookies or to ask permission before a Cookie is accepted, or a viewer may or could be able to set an Opt-Out Cookie on a browser. These actions would probably render ineffective Pixels that record viewer data in the Cookies and would probably delete the Visitor ID from a browser, probably rendering anonymous log file information recorded from other Pixels. Log files: A log file is a file that can be created and stored on a website system to, e.g., store everything known about the display of an advertising zone. A viewer's Visitor ID may or will be noted in the log file. A viewer cannot elect to disable log files, though if the viewer deletes Cookies or sets an Opt-Out Cookie, the viewer may or will delete the Visitor ID from the viewer's browser, and there would probably be no way to tie a particular log file back to the viewer's browser. Note that disabling Cookies or Pixels on a browser or setting an Opt-Out Cookie does not mean a viewer will no longer receive internet advertisements; it means that the Website may no longer, or will no longer, be able to deliver internet advertisements to a member that are tailored to the member's preferences or to limit the number of times the member sees the same internet advertisement. In addition to log files, the Website may or will have server logs which may or will record browser language, browser type, IP address, date and time of page requests and web requests, and Cookies that identify a particular browser. More on information and liability: The member is consenting to the use of any personal information and non-personal information the Website collects from the member. The member agrees to permit the Website to collect, transmit, and use the member's personal information and non-personal information anywhere that the Website deems strictly and absolutely necessary for the successful performance of the Website. The member understands that the Website may or will be required to disclose the member's personal information to government authorities, regulators, or law enforcement in accordance with applicable laws, which may or will include the USA PATRIOT Act. While the Website certainly strives to the very highest levels of customer service, and while the Website seeks to add as many members as possible, and while the Website seeks to retain as many members as possible for as long as

possible, at the very same time, the member hereby specifically acknowledges and expressly agrees that the Website makes absolutely no guaranties of confidentiality, and no guaranties of privacy, of any communication(s), and/or any information/data, and/or any video(s), and/or any photo(s) or image(s) entered by the member into (or posted by the member onto) the Website and/or transmitted on and/or through the Website. The member hereby agrees that the Website will not be liable in any way (and the member assumes all liability [in any way] and risk) for the privacy of email addresses, member registration and identification information, disk space, any communication(s) by the member, confidential or trade secret information, and/or any other information entered into and/or transmitted on and/or through the Website. By navigating the Website on or after the date the Agreement was updated, the member consents to the collection, use, and disclosure of the member's personal information, account data, session data, viewer data (as well as any other member data/information) by the Website. The member hereby acknowledges and agrees that the member is a member entirely by his/her very own choice, and the member understands that he/she can exercise his/her right to simply discontinue use of the Website should the member – at any time – suddenly disagree with any portion(s), or all portions, of the Privacy Policy and Agreement. Information security: The Website maintains commercially reasonable security protections to protect information the Website collects from loss, misuse, unauthorized access, disclosure, alteration, and/or destruction. The Website uses an advanced security system to control access to information stored about users. There is strict physical security of the Website's properties and facilities that only provide access to authorized personnel. The Website restricts access to personal information to confidentiality-bounded Website employees, contractors, and agents who need to know that information in order to operate, develop, and/or improve the Website's services. The Website strives to thoroughly safeguard and protect all information the Website collects; please be advised that no data transmission over the internet can be guaranteed to be completely secure. Furthermore, session data and viewer data (other than in log files) may or will be stored on a user's browser, not in the Website's network, and security measures for such information are the responsibility of the user operating the browser. Sharing information: The Website may or will share personal information with service providers who send out targeted emails on the Website's behalf ("targeted emails"). These service providers are not authorized to use personal information to market their own products or services or to market the products or services of any third party that is not controlled by, controlling, or under common control with the Website. Targeted emails are occasionally sent to members to promote the Website's services or provide information about changes to the

Website's services. Members may or will have the right to unsubscribe from promotional targeted emails. However, the Website generally does not allow members to unsubscribe from necessary service-related targeted emails. The Website may or will also share personal information (and any other member information/data, as well as non-member-viewer information/data) with service providers who assist the Website with business operations, tax ID number verification, and fraud detection and prevention. A member's internet advertising zone(s) information may or will be shared with internet advertisers in order to optimize internet advertising delivery. The Website may or will share personal information from take-down notices and violation notices with any third party alleged in the notices to be violating applicable law, the Website's policies, and/or the Agreement. The Website may or will share viewer data with real-time bidders, to assist them in optimizing their bids for specific internet advertising zones. The Website may or will share viewer data (on an aggregate basis) with third-party operators of decision engines, to assist them in building better models for internet advertising optimization. The Website may or will share member personal information and non-personal information, as well as non-member-viewer information/data, with third parties who are hired to maximize and ensure the success of the Website. In addition to the foregoing, the Website may or will share any information the Website collects (from members and/or non-member-viewers) with: (i) Any Affiliate of the Website; (ii) Law enforcement, government officials, or other third parties, to respond to a (a) subpoena (b) court order or (c) other legal procedure, to comply with the law, prevent physical/emotional harm, prevent financial loss, report suspected illegal activity, and/or investigate violations of the Agreement; (iii) Companies with whom the Website merges or by whom the Website is acquired whether in a stock or asset transaction or who purchase or license all or substantially all of the Website's assets ("Successor Company"), whether or not as a result of a bankruptcy or other insolvency event. Personal information submitted after a transfer to a Successor Company may or will be subject to a new privacy policy adopted by the Successor Company. In the unlikely event of a bankruptcy or other insolvency event, the Website may not or will not be able to control how a member's personal information is treated by a Successor Company. With or without a bankruptcy or other insolvency event, the Website is not responsible for the privacy practices of the Successor Company; (iv) Other third parties, with the member's consent or at the member's direction (v) IRS and/or other government authorities/agencies. Note: In terms of third parties, the Website may or will have non-disclosure contracts in place with third parties to whom the Website may or will disclose a member's personal and non-personal information. These non-disclosure contracts require the third parties to keep such information confidential and to use

the information only for purposes of carrying out their business relationship with the Website. In most cases, however, these contracts apply only to information that the Website collects from the members and then discloses to the third parties – and not to information that the third parties collect from members directly. The Website is not responsible for the privacy practices of third parties.

Information Processing Locations: Member information may or will be processed inside and/or outside the country of the member. Depending on the location of a member, the Website may or will transfer and/or process personal information (and any other member data/information) outside the country of that member. Similarly, depending on the location of a non-member-viewer, the Website may or will transfer and/or process targeting data (and/or any other information about the non-member-viewer) outside of the country of that non-member-viewer. By providing information to the Website, the member agrees to permit the Website to collect, transmit, and use the member's personal information and non-personal information anywhere that the Website deems necessary for the successful performance of the Website – including throughout the country of the member, as well as across international boundaries – and that such use shall be subject to the terms and conditions stated in the Agreement. Note: For a non-member-viewer, the Privacy Policy (as part of the Agreement) is effective every time the non-member-viewer uses the Website, even if the non-member-viewer chooses not to read through the Privacy Policy. For a member, the Privacy Policy, as well as the Agreement, are effective every time the member uses the Website, even if the member chooses not to read through the Privacy Policy and the Agreement. Members and non-member-viewers who do not consent to the collection, use, and disclosure of their data/information pertinent to the Website should discontinue use of the Website and refrain from sending the Website email communications. Members and non-member-viewers who do not consent to have their viewer data collected, used, or disclosed as described in the Privacy Policy and the Agreement may or will want to disable Cookies or Pixels on their browsers, refuse the Website's Cookies, or set an Opt-Out Cookie. If a member has not used the Website's services since the Agreement was updated and the Privacy Policy was updated, the Website will use personal information and non-personal information collected from the member under the terms and conditions of the updated Agreement and the updated Privacy Policy. If the Website or member terminates the relationship, the Website will continue to follow the updated Agreement and the updated Privacy Policy with respect to member information collected prior to termination. Acceptance of the Website's Privacy Policy is required by the Agreement.

The Website reserves the right to temporarily or permanently terminate any member's(s') membership(s) in SURFERBUCKS.COM at any time, and for any reason. The Website reserves the right to decline any video upload(s), and/or any photo or image upload(s), and/or any information/data upload(s) for any reason. The Website reserves the right to remove any posted video(s), and/or any posted photo(s) or image(s), and/or any posted information/data at any time, and for any reason. The Website reserves the right to decline or remove any "surfernote" message(s) at any time, and for any reason. The Website reserves the right to decline or remove any member's(s') communication(s) (e.g., chat discussions, comments, messages, etc.) at any time, and for any reason.

The Website reserves the right to modify the Agreement at any time by posting a dated notice at the top of the Agreement stating (or stating something similar to), "This User Agreement was updated on [pertinent date]." It is the member's responsibility to check the Agreement every single time the member accesses the website SURFERBUCKS.COM to see if the Agreement has been modified (To check if there have been any modifications to the Agreement, the member should go to the Home Page [i.e., the landing page] of SURFERBUCKS.COM, click on the box "CLICK ON FREE SIGN UP," then, once on the Sign Up [member registration] Page, scroll down and click on the box "CLICK ON USER AGREEMENT."). The member's use of the website SURFERBUCKS.COM following a modification to the Agreement constitutes the member's acceptance of the modified terms and conditions of the Agreement, and constitutes the member's acceptance of the modified/updated Agreement in general, and the member hereby agrees to be legally bound by the modified/updated Agreement, even if the member chooses not to access and read through the modified/updated Agreement.

The member grants the Website the right to thoroughly and totally access the member's entire Chat Page/Profile Page, Photos Page, List of Friends Page, video page(s) (created by video upload by the member) (as well as any other of the member's pages and member information) by any electronic (or any other) means. The member grants the Website the right to access, index, and cache the member's Chat Page/Profile Page, Photos Page, List of Friends Page, video page(s) (created by video upload by the member) (as well as any other of the member's pages and member information) by automated means including web spiders or crawlers.

The member is legally responsible for all of his/her activity in connection with the Website. Use of the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including materials that are deemed threatening or obscene, or engage in any kind of fraudulent, abusive, cyber-bullying, cyber-stalking, trolling, harassing, spamming, or any kind of illegal activity is expressly

prohibited. The member will not run Maillist, Listserv, or any similar process(es)/program(s)/application(s), any form of auto-responder, or “spam” on the Website; the member will not run any process(es)/program(s)/application(s) that run or are activated while the member is not logged in.

All references in the Agreement to “Agreement” refer to the most recently updated Agreement.

All references in the Agreement to “Agreement” refer to the ENTIRE Agreement – that is, ALL portions of the Agreement – contained herein (Advertisements, Communications, Privacy Policy, Disclaimers, Intellectual Property, Agreement and Covenant Not to Sue, etc.).

All references in the Agreement to “Website” refer to the ENTIRE Website (the Home Page [i.e., landing page of the Website], the Website’s Sign Up [member registration] Page, ALL the members’ Chat Pages/Profile Pages, ALL the members’ video pages [created by video upload by ALL the members], ALL the members’ Photos Pages, etc.).

It is important to understand that the member is under absolutely no obligation whatsoever to use – or even look at or listen to (or receive any information/communication from) – the Website. By using, looking at, listening to (or receiving any information/communication from) the Website, the member acknowledges, accepts, and assumes all risks associated with the Website, and the member fully, totally, and completely RELEASES The Steven Lang Corporation, and any and all employees (past or present) of The Steven Lang Corporation, from any and all liability pertinent to the Website.

The member gives the member’s full, total, and complete legal consent to using, looking at, listening to (or receiving any information/communication from) the Website. The member accepts, acknowledges, and agrees that the member has been PROPERLY FOREWARNED that there could be risks associated with the Website – the member nevertheless legally consents to use, look at, listen to (or receive any information/communication from) the Website anyway. The member assumes all risks of the Website, and the member understands the pertinent laws governing assumption of the risk.

The member acknowledges, accepts, and agrees that the Agreement serves as, and constitutes, a WAIVER, in the fullest and broadest legal sense and scope.

It’s important to note that sometimes courts will nullify or void statements involving releases of liability, waivers, and assumption of the risk when it specifically concerns items that people need to live their lives – items such as cars, food, medical prescriptions, etc. (that is, a public policy exception). However, unlike cars, food, and medical prescriptions, the Website is, in the end, not something that people absolutely or critically need in order to live their

lives. People can certainly go about their daily lives without using the Website. The member is under absolutely no obligation whatsoever to use the Website, and using the Website is entirely at the member's own discretion. Accordingly, the release of liability, waiver, and assumption of the risk statements of the Website should be – and must be – upheld.

The member agrees to indemnify and defend The Steven Lang Corporation, as well as any employees (past or present) of The Steven Lang Corporation, from any and all claims, causes of actions, damages, judgments, costs or expenses (e.g., attorneys' fees and other litigation expenses) which may in any way arise from the member's use of the Website.

The member acknowledges, accepts, and agrees that the member is under no duress to enter into the Agreement.

The member acknowledges, accepts, and agrees that the member has had ample time to review the terms and conditions of the Agreement.

The member acknowledges, accepts, and agrees that the Agreement constitutes an arm's-length transaction.

The member acknowledges, accepts, and agrees that the Agreement is a legally binding Release, Waiver, Discharge, and Covenant Not to Sue made voluntarily by the member, on the member's own behalf, and on behalf of the member's heirs, executors, administrators, legal representatives, and assigns (and also include the member's parent(s) or guardian, if the member is under 18 years of age) to The Steven Lang Corporation.

The member acknowledges, accepts, and agrees that there could be risks associated with using the Website. The member agrees to assume all of the risks and responsibilities in any way arising from or associated with the Website, and the member releases The Steven Lang Corporation and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, student volunteers, agents, administrators, assigns, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions, and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that the member may suffer at any time arising from or in connection with the Website, including any injury or harm to the member, the member's death, or damage to the member's property (collectively "Liabilities"), and the member agrees to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

The member voluntarily assumes all risks to person or property sustained from the Website. The member recognizes that the Agreement means the member is giving up, among other

things, all rights to sue Releasees for injuries, damages, or losses the member may incur. The member also understands that the Agreement binds the member's heirs, executors, administrators, legal representatives, and assigns, as well as the member.

The member agrees to be legally bound by the Agreement.

The member acknowledges, accepts, and agrees that the Agreement shall be governed for all purposes by Nevada law.

The Agreement is legally binding upon the member even if the member chooses only to read some of the Agreement. The Agreement is legally binding upon the member even if the member chooses only to read most of the Agreement. The Agreement is legally binding upon the member even if the member chooses not to read any of the Agreement.

The Agreement is legally binding upon any user acting in the manner of a member of the Website.

The Agreement is void where prohibited by law, and the right to access the Website is hereby revoked in those pertinent jurisdictions.

The member hereby agrees that if any portion(s) of this SURFERBUCKS.COM User Agreement is/are ruled invalid or unenforceable, the remaining portions – that is, the balance – of this SURFERBUCKS.COM User Agreement shall continue and remain valid, enforceable, and in full force and effect.

If the member – or prospective member – has any uncertainty whatsoever as to the legal meaning of anything on this SURFERBUCKS.COM User Agreement, the member – or prospective member – should consult with an attorney.

The Steven Lang Corporation