

## TERMS AND CONDITIONS

This is a legally binding contract between You and New Landmark Games, Inc. (the “Company”), and You agree to be bound by the terms and conditions stated in this Agreement. You represent and warrant to the Company that You have read this entire Agreement, and that You understand all of the provisions hereof. The Company expressly conditions its performance of any act on Your acceptance of these terms and conditions.

1. WARRANTY AND LIMITATION OF LIABILITY. IF ANY PRODUCT (AS THAT TERM IS HEREINAFTER DEFINED) IS DETERMINED BY THE COMPANY TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP WITHIN THIRTY (30) DAYS OF DELIVERY, THROUGH NO FAULT OR CONTRIBUTION OF YOURS AND UNDER REASONABLE WEAR AND TEAR, THEN SUBJECT TO THE REFUND POLICY HEREINAFTER SET FORTH THE COMPANY SHALL, AT ITS SOLE DISCRETION, EITHER REPLACE THE PRODUCT WITH A COMPARABLE ONE OR REFUND THE AMOUNT OF YOUR PURCHASE PRICE (IF ANY) NOT INCLUDING ANY CHARGE FOR SHIPPING, HANDLING, OR SPECIAL SERVICES. **ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OTHER ASSERTIONS BY THE COMPANY REGARDING THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND YOU AGREE TO ACCEPT THE PRODUCT IN “AS IS”, “WHERE IS” CONDITION.** YOU AGREE THAT ANY PRODUCT FROM THE COMPANY IS SUBJECT ONLY TO THE LIMITED WARRANTY HEREIN STATED. REGARDLESS OF THE APPLICABILITY OF ANY REPRESENTATION OR WARRANTY, YOU AGREE THAT THE MAXIMUM AMOUNT OF LIABILITY ASSERTED AGAINST THE COMPANY SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE (IF ANY) ACTUALLY PAID BY YOU, AND IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY, FAILURE TO WARN, OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT THE COMPANY WOULD NOT PROVIDE ITS PRODUCT UNLESS YOU AGREED TO THIS LIMITATION OF LIABILITY.

2. Products. The term “Product” as used in this Agreement shall include any tangible object manufactured, created, supplied, shipped, delivered, or otherwise provided by the Company, and any intangible or intellectual property item. The term “Product” shall include, without limitation, any game, toy, part, package, advertising material, written material, printed or spoken information, electronic data, logo, design, trademark, electronic data or transmission, website, or any part or portion of any of the foregoing. The Company reserves the right to make any changes to or substitutions of any Product at any time without notice to You and without obtaining consent from You. If You receive any Product from the Company that You believe does not conform with any representation or expectation, then Your sole remedy shall be to request return authorization in accordance with paragraph 7. Certain Products offered by the Company may be delivered to You free of charge, but that shall not invalidate any provision of this Agreement and You acknowledge that any such Product received by You shall constitute good and valuable consideration.

3. Payment to the Company. You represent and warrant that any payment tendered by You or on Your behalf, whether by credit card, electronic transfer, cash, check, bank debit, or otherwise, shall be duly authorized, full, and complete. If You establish an account or other means of identifying Yourself to the Company, then You are solely responsible and shall pay for any and all charges accruing to Your account including any applicable taxes. The Company shall not protect You from unauthorized use of Your account or any of Your personal or identity information. The Company may contract from time to time with others who provide payment services via electronic means, and in such event You shall indemnify and hold the Company harmless for any failure by such contractor to perform its duty and/or to deliver payment as You might expect. If any check, credit card transaction, electronic transfer, or other method of payment tendered by You to the Company is not honored or is invalidated for any reason whatever, You shall immediately reimburse the Company for the full amount of said payment together with any charges incurred by the Company as a result of the same. All payments to the Company shall be in U.S. Dollars.

4. Intellectual Property Rights. You acknowledge that the Company's Products include certain intellectual property rights, including without limitation, copyrights, trademarks, patents, and other valuable rights. These intellectual property rights extend to and include the content, organization, gathering, compilation, magnetic or optical translation, digital conversion or other matters related to the Company's printed materials or website content. You may not copy, reproduce, distribute, or disseminate any Product, or any reproduction, representation, or facsimile thereof, except as expressly authorized by this Agreement or otherwise in writing by the Company.

5. Modification of Agreement. These Terms and Conditions may be modified by the Company at any time or from time to time in the Company's sole and exclusive discretion. You agree to be bound by the terms herein stated as published by the Company at the time You actually request or receive (whichever is later) any Product. You understand and acknowledge that any modification to this Agreement shall be effective upon publication by the Company, either in written or electronic form, such as but not exclusive to making this Agreement publicly available on the Company's website, and that You shall be bound by such modification regardless of whether You receive actual notice of the same. It shall be Your sole responsibility to verify the terms of this Agreement by reading and reviewing the same each time you request or receive any Product.

6. Indemnification. You agree to indemnify and hold the Company harmless for any use of any Product by You, or anyone acting by, through, or under You or Your agent, heir, legal representative, successor, or assign. This indemnity shall extend to and for the benefit of the Company, its successors and assigns, its legal representatives, officers, directors, shareholders, employees, or independent contractors. You agree to reimburse the Company for any liability, claim, loss, or expense, including the costs to defend or protect the Company, and including any costs incurred to enforce any provision of this Agreement, including attorneys fees and/or court costs regardless of whether court action is actually initiated.

7. Refund Policy. If You believe any Product to be defective, You shall first contact the

Company to obtain authorization to return the same. The Company shall not accept any return of a Product without prior authorization. No Product may be returned more than thirty (30) days after delivery. Any return duly authorized by the Company must be made in its original packaging, with all contents thereof included and in its original condition, all at Your cost and expense. If the Company authorized You to return a Product, such authorization shall not be construed as a promise to accept the returned Product or to give a refund therefor; rather, the Company shall review the Product upon return in accordance with Paragraph 1. In no event shall the Company be responsible for shipping or handling charges. This Paragraph together with Paragraph 1 of this Agreement shall constitute Your sole and exclusive right to any refund or credit.

8. Notices. Any notice to be provided to the Company shall be delivered by certified mail or generally accepted overnight commercial carrier with suitable means of tracking, to New Landmark Games, Inc., \_\_\_\_\_, Elgin, Illinois 60123. Any notice to be provided to You shall be at any address or email address You provided to the Company, or to the contractor responsible for any order placed by You, within the past year.

9. Entire Agreement. This Agreement constitutes the entire agreement between You and the Company. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This agreement supercedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto.

10. Laws of Illinois, U.S.A This Agreement shall be construed, enforced, and governed by the laws of the State of Illinois. You agree that any legal action to enforce or interpret this Agreement shall be brought exclusively in the state or federal court with jurisdiction in Kane County, Illinois, and that any action brought outside of such jurisdiction shall either be dismissed or transferred to said jurisdiction. The Company will not do business outside of the United States unless the foregoing choice of law and venue provisions are honored, and this Agreement shall not be construed as an offer to do business otherwise.

11. Enforcement. If any provision of this Agreement, either in whole or in part, should be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement as a whole or of any part thereof not so adjudged. Paragraph numbers and headings shall be for convenience and reference only and are not intended to alter, limit, restrict, expand, or modify the express terms hereof. Whenever required by the context, when the singular number is used in this Agreement the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of any other subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the Party to be bound. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their

respective heirs, legal representatives, successors and assigns.