

BLISTER ENTERTAINMENT INC.

**WEBSITE & PRODUCTS
TERMS OF USE**

Welcome to the website (the "**Website**") of Blister Entertainment Inc. ("**Blister**").

THESE TERMS OF USE ARE ALSO STATED IN FRENCH – SEE LINK AT WWW.BLISTERENT.COM.
CES CONDITIONS GÉNÉRALES D'EMPLOI SONT ÉGALEMENT FORMULÉES EN ANGLAIS – CONSULTER LE LIEN
À WWW.BLISTERENT.COM

IMPORTANT: YOUR USE OF BLISTER'S GPS-BASED PRODUCTS, APPLICATIONS AND GAMES, INCLUDING SWORDFISH™ (the "**Products**"), AND YOUR ACCESS TO THIS WEBSITE ARE SUBJECT TO THESE TERMS OF USE (the "**Terms**"). PLEASE READ ALL OF THESE TERMS CAREFULLY – THEY LIMIT YOUR RIGHTS, AFFECT YOUR PRIVACY, CAUSE YOU TO GIVE UP THE RIGHT TO SUE BLISTER AND CAUSE YOU TO ASSUME ALL RISK OF USING THE PRODUCTS AND THE WEBSITE.

BY DOWNLOADING OR USING ONE OF THE PRODUCTS OR ACCESSING THIS WEBSITE, YOU ARE AGREEING TO BE LEGALLY BOUND BY ALL OF THESE TERMS. YOU ARE ALSO CERTIFYING THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT AND THAT YOU ARE NOT A MINOR (OR IF YOU ARE A MINOR, THAT YOUR PARENT OR GUARDIAN CONSENTS TO BE BOUND BY THESE TERMS ON YOUR BEHALF).

IF YOU DO NOT AGREE WITH THESE TERMS, YOU HAVE NO PERMISSION TO USE, AND YOU MUST NOT USE, THE PRODUCTS OR THE WEBSITE.

1. Changes to Terms and Conditions

Blister has the right, in its sole discretion, to modify part or all of these Terms at any time. Any change will be effective when notice of updated Terms is posted on the Website. Please review the Website frequently for updates. Your continued use of the Products or the Website after any such changes are posted will constitute acceptance of these changes.

2. Proprietary Rights

The Products and the Website and all works, content and materials on the Website or contained in the Products, including without limitation, all information, text, design, code, software, graphics, images, drawings and photographs (the "**Materials**") and all organization and presentation of the Materials which form a part of the Website are the exclusive property of Blister or its licensors and are protected by intellectual property laws relating to copyrights, trade-marks, trade names, Internet domain names, trade dress and other proprietary rights. Nothing on the Website shall be construed as providing, by implication, estoppel or otherwise any license to any proprietary or intellectual property rights in or to any of the Materials to you or any other party, except as expressly granted in these Terms.

The trade-marks, service marks, logos, slogans and Internet domain names on the Website and the Products are the exclusive property of Blister or its licensors. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property.

3. Permitted Uses

Blister agrees to provide you access to the Products and the Website solely in accordance with the Terms. In consideration for such access, you shall:

- (a) not copy, reproduce, republish, upload, post, transmit, or distribute the Materials in any way whatsoever;
- (b) use the Materials solely for lawful purposes;
- (c) not reverse engineer, decompile, reverse compile, create derivative works from, exploit or modify the Materials in any way;
- (d) not interfere with the security of, or otherwise abuse the Products or the Website or any system resources, services or networks connected to or accessible through the Website or the Products;
- (e) only use the Products and the Website if you are legally able to make binding contracts under applicable law, or have the permission of your parent or guardian to do so; and
- (f) acknowledge that the unauthorized use of the Materials may cause irreparable harm to Blister and that in the event of an unauthorized use, Blister shall be entitled to an injunction, in addition to any other remedies available at law or in equity, to prevent such irreparable harm and that the balance of convenience in preventing such use rests with Blister.

4. Do Not Use the Products in Dangerous Situations

Use of the Products requires your concentration and may require you to physically move in accordance with feedback received from the Products. You must not use the Products while engaged in activities, such as automobile driving, where there exists a significant risk of accident, and you must not use the Products in environments where there exists natural or manmade hazards. You agree not to use the Products during these activities or in these environments and you acknowledge that any such use would be a violation of these Terms. It is your responsibility to assess the hazards present in your environment. YOU FURTHER ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCTS IS AT YOUR SOLE RISK AND THAT BLISTER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM YOUR USE.

5. Viruses & Network Problems

Blister assumes no responsibility and shall not be liable to you or to any other party for any damages caused by any malicious code, viruses, "Trojan horses", "worms", "cancelbots" or other harmful, disruptive or destructive files or computer programs that may infect your computer equipment or other property on account of your access to or use of the Products or the Website or your downloading of any Materials.

Blister assumes no responsibility and shall not be liable to you or to any other party for any damages or other problems caused by network outages or interruptions, or where your handset is otherwise unable to receive data respecting the Products.

6. No Warranties or Guarantees

Blister does not guarantee the accuracy or reliability of any of the Materials or information contained in the Products or the Website, including without limitation the accuracy of location information. You acknowledge and agree that any reliance upon any of the Materials or information on this Website shall be at your own risk and expense. Blister does not guarantee that use of the Products or the Website will be uninterrupted, accurate, or error-free or that the Products or the Website or its server will be free of viruses or other harmful components and Blister assumes no responsibility and shall not be liable for any

damages to your computer equipment or other property on account of your access to or use of the Products or the Website or your downloading of any Materials.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLISTER PROVIDES TO YOU THE PRODUCTS, THE WEBSITE AND THE MATERIALS "AS IS", WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, NON-INTERCEPTION, NON-INTERRUPTION OR QUALITY, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

7. **Limitation of Liability; Waiver and Release**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE PRODUCTS, THE WEB SITE AND THE MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL BLISTER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, PARTNERS, OR SUCCESSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, AGGRAVATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, DAMAGES FOR HARM TO BUSINESS, LOSS OF OPPORTUNITY, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR LOSS OF SAVINGS OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY(IES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING NEGLIGENCE AND FUNDAMENTAL BREACH, OR BASED ON A WARRANTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEB SITE. **NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE) THE ENTIRE LIABILITY OF BLISTER IN CONNECTION WITH THE USE OF THE PRODUCTS OR THE WEB SITE, AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO \$5.00 CANADIAN CURRENCY.** THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY WHATSOEVER, WITH RESPECT TO THESE TERMS THE OBLIGATIONS AND LIABILITIES OF BLISTER AND YOUR RIGHTS AND REMEDIES THAT ARE EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND IN SUBSTITUTION OF ANY OTHER OBLIGATIONS, LIABILITIES, RIGHTS OR REMEDIES WHATSOEVER WHETHER EXPRESS OR IMPLIED OR IN CONTRACT, LAW, EQUITY OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, NEGLIGENCE, FUNDAMENTAL BREACH OR FAILURE FOR ESSENTIAL PURPOSE). YOU HEREBY WAIVE, RELEASE AND RENOUNCE ALL RIGHTS, CLAIMS AND REMEDIES AGAINST BLISTER THAT ARE NOT EXPRESSLY STATED IN THESE TERMS AND THAT MAY ARISE IN ANY WAY IN RELATION TO THESE TERMS.

8. **Indemnity**

You agree at all times to be liable to and to indemnify, defend and hold harmless Blister and its affiliates, agents, licensors, suppliers, and their respective directors, officers, employees and shareholders against all actions, claims proceedings, costs, demands, damages and liabilities whatsoever sustained, incurred or paid by Blister directly or indirectly in respect of your (or any party that you are responsible for or who accesses or uses the Products or the Website as a result of you) use or misuse of the Products, the Website or the Materials, including, without limitation, infringement claims and product liability.

9. **Privacy**

NOTICE: Your handset will broadcast your location when you use a GPS-based Product. Blister receives the location of your handset when you are using the Products, but does not know your specific identity (unless you or your service provider provides it to Blister). For information on our treatment of your personal information, including information respecting your location and any other personal information you submit to Blister, please see our Privacy Policy. www.blisterent.com/privacypolicy

10. **General**

- (a) These Terms contain the entire agreement and understanding between Blister and you with respect to the Materials.
- (b) The Website is controlled, operated and administered by Blister from within the Province of Alberta, Canada. These Terms and your use of the Products and the Website are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, and you irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.
- (c) Blister's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- (d) Should any part of the Terms be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms had been eliminated.
- (e) The Terms shall inure to the benefit of and be binding on Blister and you, and Blister and your permitted successors and assigns.
- (f) **All rights not expressly granted herein are reserved.**