

Rules of Participation

1. Acceptance of Terms

Gorton's Inc. (the "**Company**") operates an online social networking service (the "**Service**") that allows you and other authorized users who have been invited to use the Service (collectively, "**Members**") to communicate with the Company about the Company's products and services. These Rules of Participation are a legal agreement (the "**Agreement**") between you and the Company governing your access to and use of the Service, which includes any software related to the Service (the "**Software**"). The Service is offered to you conditioned upon your acceptance, without modification, of this Agreement. Your use of the Service constitutes your acceptance of this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICE. You represent that (a) you have attained the age of majority in the province, state or country in which you reside, and (b) any information that you submit is correct. Company reserves the right to change the terms, conditions, and notices under which it offers the Service at any time and without notice, and such modifications will be deemed effective immediately upon posting or other provision to you of the modified terms. You are responsible for regularly reviewing this Agreement and any changes made to this Agreement. You can review the most current version of this Agreement at any time at. If you do not agree to any terms of this Agreement, or any future changes made by Company, your sole and exclusive remedy is to stop using the Service. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Service will be subject to this Agreement.

2. License; General Prohibitions Regarding Your Use of the Service

Company grants you a personal, limited, non-transferable and non-exclusive right and license to use the object code of the Service and the Software on a single computer. Your right to use the Service and the Software is personal to you only. Company reserves the right, at any time, in its sole and absolute discretion, to modify, or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Company reserves the right to cancel, suspend or refuse access to the Service to anyone in its sole and absolute discretion. You will not use the Service or the Software, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement or for any commercial purpose. You agree not to modify, rent, lease, loan, reproduce, duplicate, copy, sell, distribute, otherwise exploit, or create derivative works based on the Service or the Software, in whole or in part, or any Content (as defined below) contained therein.

3. Member Registration

To become a Member of the Service, you must provide specific registration information, including your e-mail address, phone number, and physical address, and create a user profile that includes your personal preferences. Company will use your e-mail address to send you reminders of upcoming activities and sessions on the Service. If you do not wish to receive e-mail correspondence, you need to log into the Service and change your e-mail options on the Preferences page in the My Profile section. As part of the registration process, you will select a user name and password for your account ("**Account**"). You may not (a) select or use a user name of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; or (c) use a user name that Company, in its sole discretion, deems inappropriate or offensive. You agree to (x) provide true, accurate, current and complete information as prompted by the Service's registration process (collectively, the "**Registration Data**") and (y) maintain and promptly

update the Registration Data to keep it true, accurate, current and complete. You will maintain a valid email address at all times.

4. Member Account, Password, and Security

You are solely responsible for maintaining the confidentiality of your user name, password and Account and for any and all use of your Account by you or any people using the Service under your user name and password. You agree to immediately notify Company of any unauthorized use of your Account or any other breach of security. Company will not be liable for any loss or damage arising from your failure to comply with this Section 4. Company is not obligated to identify or authenticate any Member who accesses the Service. Company is not responsible for identity theft or other misuse of your Registration Data.

5. Term; Termination

This Agreement, and any revisions to this Agreement, shall remain in full force and effect while you are a Member on the Service. You may terminate your membership at any time, for any reason. You understand and agree that the termination of your membership is your sole right and remedy with respect to any dispute with Company. Company may terminate or suspend your membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after a membership is terminated, this entire Agreement will remain in effect.

6. Privacy Policy

All Registration Data and certain other information about you are subject to our Privacy Policy. You should review the entire [Privacy Policy](#), which is hereby incorporated into this Agreement, as the same may be amended from time to time. If there is a conflict between the Privacy Policy and this Agreement, the terms of this Agreement will prevail. Company disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information.

7. Member Content

7.1 All information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials (collectively, "**Content**") posted by Members on the Service (collectively, "**Member Content**") are the sole responsibility of the Member from whom such Member Content originated. This means that you, and not Company, are entirely responsible for all Member Content that you upload, post, transmit or otherwise make available on the Service, including personally identifying information. When you post Member Content on the Service, your user name will be visible to other Members and attached to the Member Content that you posted. Please be aware that if you post personal information online that is accessible to other Members, you may receive unsolicited messages from such Members. Company does not control the Member Content posted by you or other Members on the Service and, as such, does not guarantee the accuracy, integrity or quality of such Member Content. By using the Service, you may be exposed to Member Content that is offensive, indecent, harmful, inaccurate, deceptive, or objectionable. Under no circumstances will Company be liable in any way for any Member Content, including, but not limited to, for any errors or omissions in any Member Content, or for any loss or damage of any kind incurred as a result of the use of any Member Content posted, transmitted or otherwise made available on the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Member

Content, including any reliance on the accuracy, completeness, or usefulness of such Member Content. In addition, except as provided in this Agreement, you may not copy, modify, translate, reproduce, publish, broadcast, transmit, distribute, perform, display, license, sell, or create derivative works from any Member Content or any other content appearing on or through the Service.

7.2 Company reserves the right (without the obligation) to monitor, pre-screen, reject, remove, or edit any Member Content for any reason in its sole discretion and without notice. Company assumes no responsibility for monitoring the Service for inappropriate Member Content or conduct. If at any time Company chooses, in its sole discretion, to monitor the Service, Company nonetheless assumes no responsibility for the Member Content, no obligation to modify or remove any inappropriate Member Content, and no responsibility for the conduct of any Member submitting Member Content.

7.3 Pursuant to Section 10.2, as between you and Company, Company will solely own all Registration Data and Member Content posted or provided on the Service. Without limiting the generality of the foregoing, Company may disclose and use Registration Data and Member Content in its sole and absolute discretion, subject to the Privacy Policy described in Section 6.

7.4 You may not post, upload, transmit or otherwise make available on the Service any Member Content that:

- (a) is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) harasses or advocates harassment of another person or is abusive, vulgar, or profane;
- (c) exploits people in a sexual or violent manner;
- (d) contains nudity, sexually suggestive imagery, pornography, pedophilia, incest, bestiality, excessive violence, or offensive subject matter or contains a link to an adult website;
- (e) solicits personal information from anyone under eighteen (18) years of age or otherwise harms minors in any way;
- (f) publicly posts information that poses or creates a privacy or security risk to any person;
- (g) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (h) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;

(i) constitutes unsolicited or unauthorized advertising or solicitation, promotional materials, "junk mail," "chain letters," instant messaging, "spimming," "spamming," or "pyramid schemes";

(j) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

(k) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, without limitation, making or buying illegal weapons, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices, violating someone's privacy, or providing or creating computer viruses;

(l) solicits passwords or personal identifying information for commercial or unlawful purposes from other Members;

(m) involves commercial activities and/or sales without prior written consent from Company such as contests, sweepstakes, barter, advertising, or pyramid schemes;

(n) includes any information, photograph, or video of another person that you have posted without that person's consent;

(o) is misleading or deceptive, including falsely stating or otherwise misrepresenting your affiliation with a person or entity;

(p) infringes or violates any patent, trademark, trade secret, copyright, privacy right, publicity right, contract right, or any other rights of any third-party;

(q) you do not have a right to make available under any law or under contractual or fiduciary relationships; or

(r) contains software viruses, worms, spyware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Section 7.4, including without limitation, removing the offending Member Content from the Service and terminating or suspending a Member's right to use the Service.

8. Member Conduct

You, and not Company, are responsible for compliance with all laws, regulations and ordinances in connection with your use of the Service. You agree not to engage in any of the following activities in connection with your use of the Service:

(a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of

viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;

(b) advertising to, or solicitation of, any Member to buy or sell any products or services;

(c) circumventing, modifying, or interfering with, attempting to circumvent, modify, or interfere with, or encouraging or assisting any other person in circumventing, modifying, or interfering with any security measures, technology, or software that is part of the Service;

(d) activity that involves the use of software viruses, worms, spyware, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

(e) any automated use of the Service;

(f) damaging, disabling, disrupting, overburdening, or impairing the Service or interfering with any other party's use and enjoyment of the Service;

(g) impersonating or attempting to impersonate another Member, person or entity;

(h) using the Account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;

(i) using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do the same;

(j) allow usage of the Service by others in such a way as to violate this Agreement;

(k) take any steps to interfere with or in any manner compromise any security measures employed by the Service;

(l) use the Software or the Service for fraudulent purposes;

(m) collect any information about other Members;

(n) sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to the Service, your Account, or your password to any third-party;

(o) engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information from the Service; or

(p) attempt to decompile, reverse engineer, disassemble, modify, hack, or create derivative works from the Service or the Software, or defeat or overcome any encryption and/or digital rights management technology implemented with respect to the Service or the Software.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Section 8, including without limitation, reporting a Member to law enforcement authorities and terminating or suspending a Member's right to use the Service.

9. Service Content

The Service contains information, data, text, software, music, sound, photographs, graphics, video, messages, advertising, links to web sites, or other materials (collectively, "**Service Content**") provided by Company or third-parties (collectively, "**Content Suppliers**"). Company is not responsible or liable, directly or indirectly, for any Service Content or for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Service Content. Company is under no obligation to pre-screen Service Content.

10. Proprietary Rights to Member Content

10.1 You represent, warrant, and promise that (a) you own the Member Content posted by you on the Service and (b) your posting or transmitting of Member Content on or through the Service does not, and will not, infringe, violate or misappropriate the privacy rights, publicity rights, copyrights, trademark rights, patent rights, trade secret rights, contract rights or any other rights of any person or entity.

10.2 You hereby grant, exclusively to Company, all rights of any kind in and to any Member Content posted or transmitted by you on or through the Service, including, without limitation, (a) all rights of contract, copyright, trademark, trade dress and all other rights, throughout the world; (b) the right to modify, publish, prepare derivative works from, and publicly display the Member Content, alone or as part of any other work, in any form, media, or technology, whether now known or hereafter developed; and (c) the exclusive right to license or otherwise transfer any or all such rights to any other party. All Member Content belongs solely to the Company. However, to the extent, if any, that any Member Content is not assignable, you automatically grant, and represent and warrant that you have the right to grant, to Company a worldwide, royalty-free, irrevocable, perpetual, non-terminable, fully-sublicensable, and non-exclusive right and license to use, host, reproduce, modify, adapt, publish, edit, translate, distribute, perform, combine with information provided by third-parties, create derivative work of and display such Member Content alone, or as a part of other works, in any form, media, or technology, whether now known or hereafter developed. Any such Member Content may be used by Company or licensed to others by Company for any purpose, including, without limitation, for reproduction, disclosure, transmission, publication, broadcast and posting. No compensation will be paid or due you with respect to Company's or its sublicensees' use of the Member Content pursuant to this Section 10.2.

10.3 Company cannot guarantee that other Members will not use Content that you post on the Service for their own personal or commercial benefit. You should not post any Content on the Service that you would like to keep confidential or do not want others to use. COMPANY IS NOT RESPONSIBLE FOR ANY MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT POSTED BY YOU ON THE SERVICE.

11. Company's Proprietary Rights

As between Company and you, all right, title and interest in and to the Service and any Service Content (including any intellectual property rights to the Service and the Service Content) will remain the sole property of Company. You may not copy, use, distribute, or incorporate any of the Service Content on the Service, including any artwork, trademarks or logos, into any other work, including your own site, or use such Service Content in any other public or commercial manner.

12. Indemnification

You hereby agree to indemnify, defend and hold harmless Company, and Company's suppliers (including Content Suppliers), shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) relating to or arising out of (a) your use of the Service (including, without limitation, the Software); (b) your breach of any representations, warranties or covenants in this Agreement; (c) any Member Content posted or transmitted by you on or through the Service; (d) your acts and omissions; and (e) your negligence, intentional misconduct or violation or alleged violation of any rights of a third-party. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder with the agreement from you that you will use best efforts to cooperate with Company in such defense. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Company or any of Company's suppliers (including Content suppliers), affiliates, partners, subsidiaries and employees.

13. Information for California Residents

Under California Civil Code Section 1789.3, Members located in California are entitled to the following consumer rights information: (a) The Service is provided by the Company located at 128 Rogers Street, Gloucester, Massachusetts 01930, Phone: (978) 283-3000, (b) You may contact Company at the address in subsection (a) immediately above with complaints or to request additional information about the Service. Also, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at (916) 445-1254.

14. Copyright Infringement

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please send Company's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Service (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is

accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. Copyright Agent, Gorton's Inc, 128 Rogers Street, Gloucester, Massachusetts 01930; Phone: (978) 283-3000; Attn: Copyright Agent.

15. Prize Promotions

If Company offers a sweepstakes, skill-based contest, or similar promotion to Members (each, a "**Promotion**"), the terms and conditions of this Section 15 (in addition to the other sections of these Rules of Participation) will apply unless another set of official rules is made available in connection with a specific Promotion. NO PURCHASE, PAYMENT OR ON-LINE SUBSCRIPTION IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

15.1 General. (a) Eligible Members can participate in a Promotion by following the instructions in a notification from Company about a Promotion ("**Solicitation**"). Specific methods of entry and prize details will be set forth in the Solicitation. Company's decisions will be final and at Company's sole discretion for all matters relating to a Promotion, including, without limitation, determination of winner(s), distribution of prize(s), and resolution of any discrepancies in and interpretation of this Agreement, the Solicitation, or other Promotion-related materials or instructions issued by Company (the "**Promotion Documents**"). If the winner or a potential winner does not comply with any portion of the Promotion Documents OR if Company determines at any time that the winner or potential winner is disqualified or ineligible, any prize may be forfeited and another winner may be selected by Company. Notwithstanding the foregoing, during any calendar year, no individual shall be awarded a prize or prizes or given other items of value, which, solely or in the aggregate, as the case may be, have an approximate retail value of greater than \$599.99, from Think Passenger, Inc., a third-party beneficiary hereto, on behalf of any other company.

15.2 Eligibility. To be eligible, at the time of the Solicitation, you must (i) be a legal resident of and residing in any one (1) of the fifty (50) U.S. states or the District of Columbia; (ii) be a Member of the Service; and (iii) meet any additional eligibility requirements in the Solicitation. Employees of the Company, its parent, divisions, affiliates, subsidiaries, advertising agencies or promotional partners associated with the Promotion, and relatives (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) of and those living in the same household as such employees are not eligible to enter or win a prize. During any calendar year, an individual shall not be eligible to enter or win a prize in a Promotion if such individual has previously received a prize, prizes, or any other items of value, which, solely or in the aggregate, as the case may be, have an approximate retail value of up to \$599.99, from Think Passenger, Inc., a third-party beneficiary hereto, on behalf of any other company.

15.3 Prizes. A potential winner may be required to respond to requests sent to him/her by Company regarding a Promotion, including, without limitation, tax forms, an affidavit of eligibility and liability/publicity releases (unless prohibited by law), both of which may require the provision of a Social Security number. If any prize, prize notification, entry or any other Promotion-related communication is rejected, faulty or returned as undeliverable, or if a winner cannot be reached after a reasonable attempt has been made by Company, that winner may be disqualified and an alternate winner may be selected. Company reserves the right to distribute awards to Members from time to time without prior notice or sending a Solicitation. Any difference between the actual value of the

prize and the approximate retail value stated in the Promotion Documents will not be awarded. During any calendar year, a prize shall not be awarded to an individual who has already received a prize, prizes, or any other items of value, which, solely or in the aggregate, as the case may be, have an approximate retail value of up to \$599.99, from Think Passenger, Inc., a third-party beneficiary hereto, on behalf of the company or companies sponsoring the applicable Promotion. If legitimately claimed, the prize will be awarded. All taxes (federal, state and local) and other expenses not specified as part of a prize are the sole responsibility of the winner. No transfers, prize substitutions or cash redemptions will be made, except at Company's sole discretion. Company reserves the right to substitute a prize with another prize of equal or greater value for any reason. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant's e-mail account to receive e-mail messages.

15.4 Miscellaneous. By participating in a Promotion (except where prohibited by law), participants consent to the use of their names, likenesses, voices and data, in advertising, promotion and marketing materials throughout the world by the Company, without additional compensation or approval. All participants, as a condition of entry, agree to be bound by these Rules of Participation and the decisions of Company. If a Promotion is not capable of running as planned for any reason, Company reserves the right to cancel, modify or suspend a Promotion. Any participant who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of the Promotion Documents will forfeit any prize won. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized Member account holder at the time of entry, but only if that person meets all other eligibility criteria as determined by Company. If a dispute cannot be resolved to Company's satisfaction, the entry will be deemed ineligible. Furthermore, each participant understands and acknowledges that participating sponsoring entities have wide access to ideas, stories, designs and other literary materials. Each participant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her material and/or each other in theme, idea, plot, format or other respects. Each participant acknowledges and agrees that he or she will not be entitled to any compensation as a result of sponsoring entities' use of any such similar or identical material that has or may come to the sponsoring entities from other sources. Each participant acknowledges and agrees that the sponsoring entities do not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her material. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of sponsoring entities' or their agents', assigns' or licensees' actual or alleged exploitation or use of any material, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek or obtain injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

16. DISCLAIMER OF WARRANTIES.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. COMPANY AND COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) PROVIDE THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED FROM OR THROUGH THE SERVICE, "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMPANY AND COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, AND FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY OR ANY OF COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR FAILURE OF PERFORMANCE, ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, COMMUNICATION LINE FAILURES, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICE, OR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT, EVEN IF COMPANY OR ANY OF COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD-PARTY ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED \$500.00. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

18. Independent Review

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED ALL ASPECTS OF THIS AGREEMENT AND THE DESIRABILITY OF ENTERING INTO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

19. Notice

Statements, notices and other communications to you may be made by mail, email, postings within your Account or on the Service, or other reasonable means. You will be solely responsible for keeping your email and postal addresses updated on your Account. Company will not be responsible for any undelivered notices caused by your failure to update such information.

20. Choice of Law; Venue; Trial by Jury

This Agreement will be governed by, construed and enforced in accordance with the laws of the

Commonwealth of Massachusetts, without regard to its conflicts of law principles. You will bring any action to enforce this Agreement or in connection with any matters related to the Service only in either the state or Federal courts located in Essex County. You expressly consent to the exclusive jurisdiction of said courts and waive all venue, jurisdiction and choice of law challenges or defenses. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this Section. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

21. No Injunctive Relief

You agree not to seek, and you acknowledge and agree that you are not entitled to, rescission of this Agreement or any part of this Agreement or any injunctive or other equitable relief for any reason, including, without limitation, an injunction that would restrain the operation of the Service, the exploitation of any advertising or other materials on the Service, or the exploitation of the Service or any Content displayed on the Service.

22. General

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. A printed version of this Agreement and any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company may assign this Agreement, in whole or in part, at any time with or without notice to you. You will not assign this Agreement, by operation of law or otherwise, without prior written approval of Company, and any such attempted assignment will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Think Passenger, Inc. is hereby made a third-party beneficiary to this Agreement, entitled to enforce the provisions of this Agreement directly against you. This Agreement shall inure to the benefit of Think Passenger, Inc. and its successors and assigns. This Agreement sets forth the entire understanding and agreement between Company and you with respect to the Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Company with respect to the Service. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. Each party is an independent contractor and not an agent or representative of any other party. No party will have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement will not be interpreted or construed to create an

association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

Please contact us at (978) 283-3000 or Gorton's Inc, 128 Rogers Street, Gloucester, Massachusetts 01930 with any questions regarding this agreement.