

ConnectionPlus End User License Agreement

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By clicking I AGREE, and/or by downloading, installing or using the software including any updates, revisions, patches or other modifications made to ConnectionPlus and any third party software made available in conjunction with ConnectionPlus software, you indicate that you have read, understood and agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not granted any rights whatsoever to the Software and you will not be able to access or use the Software. ConnectionPlus is defined as the system of toolbars, portals, online shopping malls and other applications employed to deliver the user experience consistent with the Permitted Uses and Restrictions provided below.

CGBG reserves the right to update and change, from time to time, this EULA and all documents incorporated by reference herein. You can find the most recent version of this EULA on our Website. CGBG may change this EULA by posting a new version without notice to you. Use of the Software after such change constitutes your acceptance of such changes.

License and Intellectual Property

Under this Agreement, we grant you a limited, personal, non-transferable, non-exclusive license, without the right to sublicense, (the 'License') to install and use the current version of the Software, free of charge. Your use of the Software must be for non-commercial purposes and you must be 18 years of age or over.

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To the maximum extent permitted by applicable law, you may not modify, translate, reverse engineer, decompile or otherwise disassemble the Software in any way. You may not create derivatives of the Software, and you agree not to attempt, or allow others to attempt, to reverse engineer or modify the Software. Any modifications, enhancements and derivative works of the Software shall remain our sole and exclusive property. You further agree not to access or attempt to access the Software by any means other than the interface we provide to you.

When installed on your computer, the Software periodically communicates with our servers. You will be notified if there is an update and be redirected to our page to download the updated software. Notwithstanding the above, we have no obligation to make available to you any subsequent versions or new features of the Software. You agree not to remove or alter our or any third party's trademark, logo, copyright or other proprietary notice, legend, symbol or label in the Software.

Your Obligations

You represent and warrant that you are the owner of the computer onto which you have downloaded and installed the Software, or the owner of the computer has authorized you to do so. You agree not to use the Software to conduct any business or activity or solicit the performance of any illegal activity. You agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties in connection with the Software. You acknowledge that you have read our privacy policy posted on our Website.

Permitted Uses and Restrictions

By agreeing to this EULA, your permitted uses and restrictions with respect to ConnectionPlus are as follows:

- Generally: You may use ConnectionPlus to enhance your Internet experience by being provided with relevant content displayed in your browser.
- eCommerce: When visiting a participating merchant's website (via direct type-in, clicking on Paid Per Click ads or an organic search result) with which CGBG has a business relationship, the Software will prompt you to "click yes" to financially support your chosen organization on an opt-in basis. If you decide not to opt in, you will not be entitled to financially support your chosen organization in connection with your transactions during this visit to the merchant. If the cookie is automatically placed on your computer by an affiliate network, or if you opt-in as set forth above, then the cause or organization which you are financially supporting will be entitled to a "give back" upon the successful completion of a sales transaction on a commissionable item. Please note, however, if the transaction was initiated with another referral partner, that referral partner would gain the commission from being associated with a participating merchant.
- Enhanced eCommerce Experience: When selecting a merchant's website (via direct type-in, clicking on some Paid Per Click ads or an organic search result) with which CGBG

does not have a business relationship, the Software will sometimes prompt you (1) You may wish to consider ConnectionPlus shopping partners as alternative choices which will financially support your organization (2) it will give you the option to select a merchant with which CGBG has a business relationship. Selecting a merchant from the alternate list is an opt- in to 'giving back' to your chosen organization.

- Updates. When installed on your computer, the Software periodically communicates with our servers. We may update the Software on your computer when a new version is released or when new features are added. These updates may occur automatically. We also reserve the right to add features or functions to the Software.

Restrictions:

You may not:

- use the ConnectionPlus in any manner that could damage, disable, overburden or impair our services (e.g., you may not use ConnectionPlus in an automated manner) or in any way to transmit, directly or indirectly, any unsolicited bulk communications;
- decompile, reverse engineer, disassemble, modify, adapt, translate, rent, lease, loan, distribute or create derivative works or improvements from ConnectionPlus or any portion thereof; or
- use ConnectionPlus in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, including without limitation engaging in any click fraud or other similar conduct to fraudulently earn commissions,, etc. via ConnectionPlus

If you violate these restrictions or other terms of use, we reserve the right terminate your right to use the ConnectionPlus at any time and to pursue any legal remedy against you available to us.

Disclaimer of Warranty

You understand and agree that use of the software is at your own risk. None of us, our Affiliates, Licensors or Suppliers shall have any liability to you or any third party for the software, including any liability for negligence. We provide the software on an 'AS IS' basis without warranty of any kind, either expressed, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, accuracy or non-infringement. This disclaimer of warranty constitutes an essential part of this agreement. We make no warranty that (i) The software is accurate and error-free; (ii) The results that may be obtained from the use of the software will be reliable; or (iii) Any errors in the software will be corrected. You understand and agree that your download or use of the software is at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download or use of the software.

Some states or other jurisdictions do not allow the exclusion of implied warranties, and so some of the above exclusions may not apply to you. You may also have other rights that vary from jurisdiction to jurisdiction.

Limitation of Liability

Under no circumstances shall we, our employees, Distributors, Suppliers, Advertisers, Directors, Stockholders or Agents (collectively "Protected Parties") be liable to any user on account of that user's misuse of the software. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort(including negligence), or otherwise, (even if we or any Protected Parties have been advised of such damages). Such limitation of liability shall apply whether the damages arise from the use or misuse of and reliance on the software, from inability to use the software, or from the interruption, suspension, or termination of the software (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, and so some of the above limitations and exclusions may not apply to you.

Export Controls

The software includes cryptographic elements that may be subject to export controls including the U.S. Export Administration Act. The Software or any underlying technology may not be exported or re-exported to any country, person, foreign entity or any 'foreign person' to the extent such export is prohibited under applicable United States laws and regulations or any other applicable laws and regulations. By downloading, installing or using the Software, you are acknowledging and agreeing to these limitations on your right to export or re-export the Software, and are also representing and warranting that you are not on any applicable government's list of export-precluded parties or otherwise ineligible to receive software containing cryptography that is subject to applicable export controls.

Termination

You understand we may, in our sole discretion, modify, discontinue or suspend your right to access the Software at any time. If we do, we may, in our sole discretion, uninstall the Software from your computer. You may terminate this Agreement at any time by uninstalling the Software using the Add/Remove Program functions (or equivalent functions) of your operating system and destroying all copies of the Software in your possession or control. The License will terminate automatically if you fail to comply with the limitations and obligations described herein. On termination, you must destroy all whole and partial copies of the Software. The Disclaimer of Warranty, Limitation of Liability, Governing Law, and Arbitration sections of this Agreement will survive termination.

Governing Law

The laws of Florida will govern this agreement without giving effect to the principles of conflict of law.

Arbitration

Any claim or controversy arising out of or related to this Agreement or the Software shall be settled by binding arbitration in accordance with the then-current rules of the American Arbitration Association. Any such claim or controversy shall be arbitrated on an individual basis and shall not be consolidated with a claim of any other party, except that the foregoing shall not preclude us from seeking any injunctive relief for protection of our intellectual property rights.

General

By installing the ConnectionPlusToolbar and logging into your account, you give ConnectionPlus permission to direct your visits to merchant partners, as found in the online shopping mall, by way of ConnectionPlus and, if you are not logged in as a member, to request that you login to ConnectionPlus before proceeding to the merchant's Web site in order to financially support your chosen organization while you shop.

Further Information

This Agreement, as modified from time to time as described above, sets forth the entire understanding and agreement between you and Licensor with respect to the subject matter hereof. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. Licensor shall not be liable for any delay or failure in performance under this Agreement or interruption of service resulting from acts of God, civil or military authority, war, labor disputes, materials provided by third parties, or any cause beyond the reasonable control of Licensor. You may not assign this Agreement, or any rights or obligations hereunder, without our prior, written consent

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