**EXHIBIT A** 

## Girls' Life

NAUTICA Smart Girl **TOUR 2000** 

Coming To A Mall Near You: Music, Fashion, Fun and More!

E-GIM

Message Boards | Cyberpals Club | Pen Pals | Readers' Pages | **Postcards** 

Sabscribe

Wolcome to Girls' Life Mail

Free Email

Password:

Your One Stop Access for E-mail, Anytime, Anywhere! Why You Should Have Girls' Life

E-Girl

Username:

Free email for life!

GL Mag Center

 Easy Access from any web browser in the world!

Fun Stuff

Use Frames: 

Yes O No

• Did we say FREE and EASY?

GL Online

Contests

FORGOT YOUR PASSWORD?

SIGN UP HERE for Free Web-**Based Email** 

**Have Questions? CLICK HERE FOR ANSWERS** 

"Girls' Life Mail" is powered by © 1999-2000 BigMailBox.com, Inc. All Rights Reserved.

### **Terms of Service**

Before signing up for an account with Girls' Life Mail, you must review and accept the Terms and Conditions.

You must be at least 13 years old or have your parent's permission to join this program.

View the Terms and Conditions

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"Girls' Life Mail" is operated through services powered by BigMailBox.com, Inc. ("BigMailBox.com"), under the terms and conditions contained in this document (referred to as "Terms and Conditions"). BY COMPLETING THE REGISTRATION FORM AND CLICKING.THE "I ACCEPT" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS set forth in this document. As a member of the service you may receive product/service announcements or other member mailings from "Girls' Life Mail", BigMailBox.com, Inc. or its agents. When you provide an alternate email address upon registration, you agree to receive email notification and other messages at that address including, without limitation, offers sponsored or delivered by BigMailBox.com, Inc. or its agents.

#### 2. DESCRIPTION OF SERVICE

"Girls' Life Mail" is providing its Members with a capability to send and receive electronic mail ("email") via the World Wide Web and on "Girls' Life Mail"'s own system. There is no charge to the Member for this Service. However, you must (1) provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web and (2) obtain access to the World Wide Web and pay any telephone service fees associated with such access. Your participation in this program may include enrollment in other Web services.

#### 3. MEMBER OBLIGATIONS

In consideration for this Service, you agree to provide certain information about yourself as prompted to do so by the Service, and update this information as necessary to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, you are granting "Girls' Life Mail" the right to disclose to third parties certain information about you. If any information provided by you is inaccurate, "Girls' Life Mail" retains the right to terminate your membership and all associated rights to the Service.

#### 4. MODIFICATIONS TO TERMS OF SERVICE

"Girls' Life Mail" or BigMailBox.com may change the Terms and Conditions of service from time to time. It is your responsibility to check this document periodically for any changes or modifications as there will be no individual notices to Members regarding such changes or modifications. Your continued use of the Service constitutes an affirmative acknowledgment by you of the Terms and Conditions and any subsequent modifications made to them and your agreement to abide and be bound by them.

#### 5. MODIFICATIONS TO THE SERVICE

Exhibit A-3

"Girls' Life Mail" and BigMailBox.com reserve the right to modify or discontinue the Service with or without notice to its Members. Neither "Girls' Life Mail" nor BigMailBox.com shall be liable to Member or any third party should they exercise their right to modify or discontinue

the Service.

#### 6. PRIVACY POLICY

It is "Girls' Life Mail"'s policy to respect the privacy of its Members. Therefore, "Girls' Life Mail" will not monitor, edit, or disclose the contents of its Members' private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on "Girls' Life Mail" or to protect and defend the rights or property of "Girls' Life Mail". As a Member, you acknowledge and agree that "Girls' Life Mail" and BigMailBoutsom neither anderse the contents of any Member communications nor assume responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

As a Member you acknowledge and understand that certain technical processing of email messages and their content may be required to send and receive messages; conform to connecting networks' technical requirements; conform to the limitations of the Service; or conform to other similar requirements.

#### 7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

Once you become a member of the Service, you will receive a password and an account. You, alone, are responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities which occur under your account. You must immediately notify "Girls' Life Mail" of any unauthorized use of your account or any other breach of security known to you. You may change your password at any time by following instructions provided. You may also set up a new account and close an old one at your convenience.

#### 8. DISCLAIMER OF NARRANTIES

MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE IS AT MEMBER'S SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Both "Girls' Life Mail" and BigMailBox.com EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

"Girls' Life Mail" and BigMailBox.com MAKE NO WARRANTY THAT THE SERVICE WILL MEET MEMBER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. "Girls' Life Mail" MAKES NO GUARANTEES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

MEMBER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT MEMBER'S OWN RISK AND MEMBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO MEMBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

"Girls' Life Mail" and BigMailBox.com MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MEMBER FROM "Girls' Life Mail" OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 9. LIMITATION OF LIABILITY

"Girls' Life Mail" SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF MEMBER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF "Girls' Life Mail" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. BIGMAIlBOX.com SHALL NOT BE HELD RESPONSIBLE FOR ANY MESSAGES RECEIVED BY MEMBER, REGARDLESS OF THEIR CONTENT.

### 10. NO RESALE OR COMMERCIAL USE OF THE SERVICE

Your right to use the Service is personal to you. Therefore, a Member may only be an individual, not a corporation or other business entity. You may not resell or make any commercial use of the Service, without the express written permission of BigMailBox.com.

### 11. EMAIL MESSAGE STORAGE AND OTHER LIMITATIONS

"Girls' Life Mail" and BigMailBox.com assume no responsibility for the deletion or failure to store email messages. "Girls' Life Mail" has set no fixed upper limit on the number of messages you may send or receive through the Service; however, "Girls' Life Mail" retains the right, at its sole discretion, to determine whether or not a Member's conduct is consistent with the letter and spirit of the Terms and Conditions of this service. "Girls' Life Mail" may terminate Service if a Member's conduct is found to be inconsistent with the intent of this agreement.

#### 12. MEMBER CONDUCT

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. Therefore, you agree: (1) to comply with all applicable United States laws regarding the transmission of technical data exported from the U.S. through the Service; (2) that you shall not use the Service for illegal purposes; (3) that you shall not interfere or disrupt networks connected to the Service; and (4) that you shall comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies and procedures. Members may not use the Service to send chain letters, junk mail or spam (unsolicited bulk e-mail) or to communicate with any person who has not given specific permission to be included in such communications. In addition, you may not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind

or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Members may not interfere with another Member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

Either "Girls' Life Mail" or BigMailBox.com may, at its sole discretion, immediately terminate Service should Member's conduct fail to conform with these Terms and Conditions. "Girls' Life Mail" reserves the right to terminate any inactive account.

#### 13. INDEMNIFICATION

You agree to indemnify and hold BigMailBox.com, its officers, directors, employees, subsidiaries, affiliates, successors and assigns, harmless from any third party claim or demand, including reasonable attorneys' fees, made in connection with or arising out of your use of the Service, your violation of the Terms and Conditions, or the infringement by you, or other users of the Service using your membership, of any intellectual property, right of privacy or publicity, or other right of any person or entity.

#### 14. TERMINATION/CANCELLATION

Either "Girls' Life Mail" or BigMailBox.com may terminate the Service with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice. "Girls' Life Mail" and BigMailBox.com shall not be liable to you or any third party for termination of Service.

Should Member object to any terms and conditions of this service or any subsequent modifications thereto or become dissatisfied with the Service in any way, your sole and exclusive recourse is to immediately discontinue your use of the Service; cancel your membership; and notify "Girls' Life Mail" of your cancellation.

Upon termination of the Service, your right to use the Service and Software immediately ceases and you shall have no right and "Girls' Life Mail" shall have no obligation thereafter to forward any unread or unsent messages to Member or any third party.

#### 15. NOTICE

Except as otherwise indicated herein, all notices to you from "Girls' Life Mail" or from you to "Girls' Life Mail" shall be in writing and shall be made via email or conventional mail. "Girls' Life Mail" may post notices or messages through the Service to inform Members of changes to the Service, or the Terms and Conditions of service, or other matters of importance; such postings shall constitute sufficient written notice to Member.

#### 16. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

You may enter into correspondence with or participate in promotions of the Advertisers marketing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding Member and the Advertiser. "Girls' Life Mail" and BigMailBox.com assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### 17. PROPRIETARY RIGHTS TO CONTENT

Exhibit A-6

Members acknowledge that content, including but not limited to text, photographs, video, graphics, software, music, sound, or other material contained in either sponsor advertisements or emails presented to Member by "Girls' Life Mail" or "Girls' Life Mail"'s Advertisers (collectively referred to as "Content"), is protected under the laws of copyright, trademark, patent, unfair competition or other applicable laws. Therefore, you are only permitted to use this Content as expressly authorized by "Girls' Life Mail" or the Advertisers associated with the "Girls' Life Mail" service. Members may not copy, reproduce, distribute, or create derivative works from this Content without the express written authorization to do so by the "Girls' Life Mail" or the Advertiser.

#### **18. LAWS**

This Terms and Conditions agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of law provisions. Both Member and "Girls' Life Mail" agree to submit to the exclusive jurisdiction of the courts of the state of California.

If any provision(s) of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

"Girls' Life Mail"'s or BigMailBox.com's failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by "Girls' Life Mail" in writing. Member and "Girls' Life Mail" agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

By agreeing to these Terms and Conditions you certify that all information you supply to this service is true and correct to the best of your knowledge.

Rev. 2/22/00

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Exhibit A-7

## Signup Page for Girls' Life Mail

* = Field is Required	Note: All this i	nformation can be modified from within your mail account.
	Login I	nformation
* Username (Account Name):	Mi	nimum 2 characters. May contain letters, numbers, underscores , hyphens -' and periods.
* Re-Enter Password:	TA	nimum 6 characters. May contain any character except for the B character.
The Password Reminder	Question and Answer will ena Make sure you select a Quest	able you to retrieve your password in the event you forget it. ion and Answer that only YOU know!
* Password Reminder Question:	Mir	nimum 10 characters.
* Password Reminder Answer:	Mir	nimum 5 characters. Must be different from Password.
	Personal	Information
* First Name:  * Last Name:		Your First and Last name will appear on all outgoing messages.
* Alt. Email Address:		We will send your password to this account if you forget it. It is important you enter an accurate email address to contact you at.
Notification:   Yes	O No	If you select 'Yes', you will be notified of new email at the alternative address you entered above.
If you are using ICQ (htt		d like to be notified via ICQ that you have mailclick here for ructions.
	Demograph	ic Information
City:		
State: Select a Sta	ite:	
Province:		If you do not live in the U.S., please enter the name of your province.
Country: Select a Co  * Zip /	untry:	
Postal Code:		
* Gender: O Male C	) Female	
* Age: Selection:		You Must Be 13 Years Or Older To Signup For This Service
Occupation: Select an O	ccupation:	

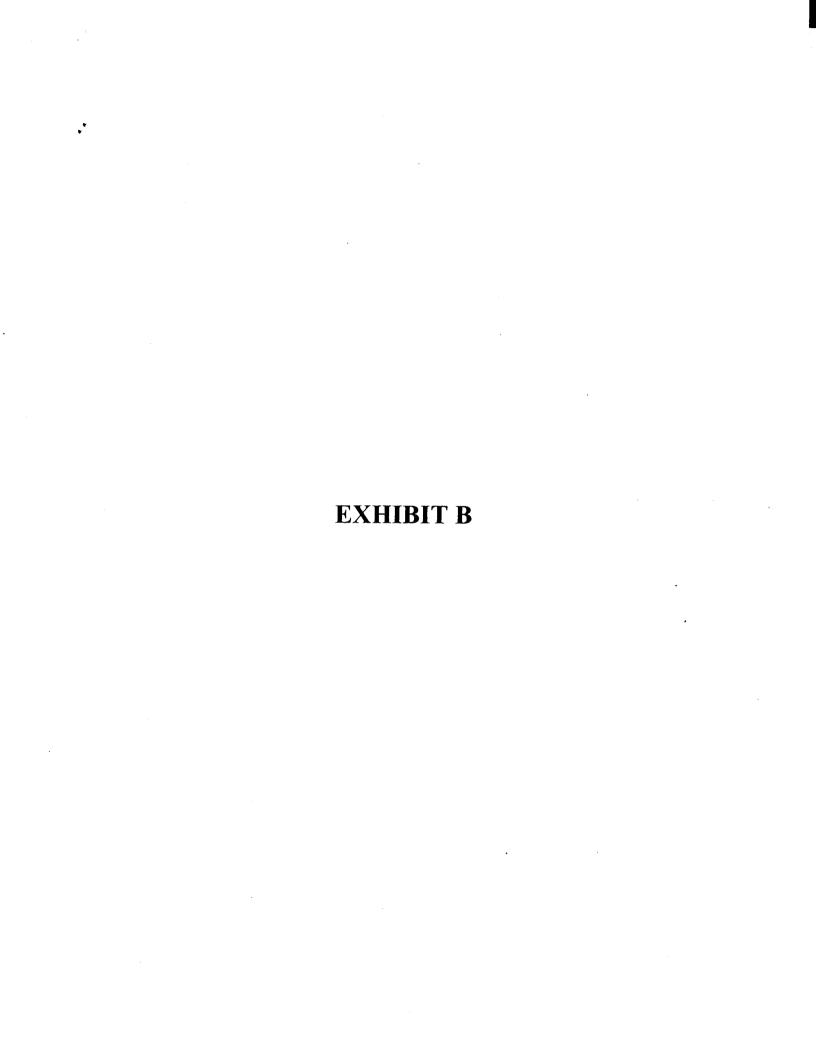
### Interest Information

\* Please indicate the topics which interest you by clicking on one or more boxes below.

Exhibit A-8

□Automotive	□Business	□Careers		
□Computer Hardware	☐ Computer Programming	□Electronics		
□Entertainment	□Family	□Games		
☐Government	□Health	□Internet		
☐Investing & Finance	□Music	☐Science & Technology		
☐ Shopping	Sports & Recreation	☐Travel & Leisure		
Email Rewards Program!  When you register today, Girls' Life Mail or its service provider, BigMailBox.com, may send you exciting special offers, discounts or other valuable offers related to the interest areas you noted above. It's all part of our exciting Email Rewards program and our way of saying thank you for choosing us as your email provider.				
Retu	rn to Ton Return To The Login	. Page		

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### FREE EMAIL SIGNUP

Please choose an address below...

vou (a)

smuris.com



### CHECK YOUR EMAIL

Please choose an address below...

you (a) Choose an address....

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#### Search For Smurfs

# Google

Smurfs



#### **Fun & Games**

Fun Pages Hangman Trivia Card Trick The Genie Mad Libs Tic Tac Toe

#### **Cool Stuff**

Free Money Free Lotto Free Pizza And Movies For A Year Win 10,000 Dollars LifeMinders.com

#### Contact

**General Comments** Webmaster

## Username: Password: Forgot your password?

#### **REGISTER NOW** for

Smurfs.com web-based Email and you'll get:

- Free Web Based Email
- yourname@smurfs.com

Free email is just one of the great new things Smurfs.com has to offer. The new site has lots of fun things to do, including the personalized greeting cards you can send to your family and friends.

To find out first when we add more pages our mailing list.



### Subscribe O Un-Subscribe

### **New Features**

- 1 CET \$1000 FREE
- 2. Daily Trivia
- 3. Fun Pages

### **Coming Soon**

- 1. All Occasion Cards
- 2. More Funpages

#### **Online Survey**

How old are you? Under 10

What do you want to see more of?

Fun Pages





Send Us Your Feedback

The content on this site is for entertainment purposes only. If there is copyrighted material that has been unknowingly placed on this site, please email us and let us know. If you came here for smurfs go to smurf.com.

Exhibit B-2

□ 36%

□ 42%



#### Search For **Smurfs**

# Google

Smurfs

Fun & Games



### **Smurfs.com Survey**

### Thanks for voting!

Current survey results for 5518 entries

Percentages may not add up to 100% due to rounding

#### How old are you?

Hangman Trivia	<b>10 - 13</b> : 17%
Card Trick The Genie	<b>14 - 17</b> :
Mad Libs Tic Tac Toe	<b>25 - 30</b> :
Cool Stuff	<b>31 - 40</b> : 🗆 1%
	<b>41 - 50</b> : 🗆 1%

Over 50: 4% Free Lotto Free Pizza And Movies For A Year Win 10,000 Dollars What do you want to see more of?

Fun Pages: 🗀 Contact

> Greeting Cards:

Games:

Free Money

**General Comments** Webmaster

LifeMinders.com

The content on this site is for entertainment purposes only. If there is copyrighted material that has been unknowingly placed on this site, please email us and let us know. If you came here for smurfs go to smurf.com. 

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View the Terms and Conditions

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### Signup Page for Smurfs.com eMail

\* = Field is Required Note: All this information can be modified from within your mail account.

Log	jin Information
* Username (Account Name): smurfette23	Minimum 2 characters. May contain letters, numbers, underscores '_', hyphens '-' and periods.
* Password:	Minimum 6 characters. May contain any character except for the
* Re-Enter Password:	TAB character.
	will enable you to retrieve your password in the event you forget it. a Question and Answer that only YOU know!
* Password	
Reminder pet	Minimum 10 characters.
Question:	
* <u>Pas</u> sword <u>Reminder</u>	Minimum E abanchum Month to 1995
Answer:	Minimum 5 characters. Must be different from Password.
Perse	onal Information
* First Name: Smurfette	Your First and Last name will appear on all outgoing
* Last Name: Smith	messages.
* Alt. Email meemi23@yahoo.com	We will use this account to disclose your password if it is lost.  It is important you enter an accurate email address.
Notification: <b>②</b> Yes ○ No	If you select 'Yes', you will be notified of new e-mail at the alternative address you entered above.
If you are using ICQ (http://www.icq.com/) an	d would like to be notified via ICQ that you have mail, click here for instructions.
Damog	raphic Information
City:	rapine Information
***************************************	•
State: Select a State:	
Province:	If you do not live in the U.S., please enter the name of your province.
Country: Select a Country:	
* Zip /	
Postal 44122	
Code:	
* Gender: O Male ● Female	
* Age: 12	You Must Be 13 Years Or Older To Signup For This Service
Occupation: Student	

### **Interest Information**

\* Please indicate the topics which interest you by clicking on one or more boxes below.

□Automotive	□Careers			
☐ Computer Hardware ☐ Computer Programmine		□ Electronics		
☐ Entertainment ☐ Family		<b>⊡</b> Games		
☐ Government ☐ Health		□Internet		
☐ Investing & Finance ☐ Music		☐ Science & Technology		
☐Shopping ☐Sports & Recreation		ПTravel & Leisure		
Email Rewards Program!  When you register today, Smurfs.com eMail or its service provider, BigMailBox.com, may send you exciting special offers, discounts or other valuable offers related to the interest areas you noted above. It's all part of our exciting Email Rewards program and our way of saying thank you for choosing us as your email provider.				
send you exciting special of areas you noted above. It's	fers, discounts or other valuable all part of our exciting Email Rew	ovider, BigMailBox.com, may offers related to the interest vards program and our way of		
send you exciting special of areas you noted above. It's	fers, discounts or other valuable all part of our exciting Email Rew	ovider, BigMailBox.com, may offers related to the interest vards program and our way of		

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## Signup Page for Smurfs.com eMail

\* = Field is Required Note: All this information can be modified from within your mail account.

	rors in your signup submission. ror Descriptions marked in red below to fix the errors.
Log	in Information
* Username smurfette23	Minimum 2 characters. May contain letters, numbers, underscores
(Account Name): Smurrette23	'_', hyphens '-' and periods.
	Password is not displayed in this form. You will
need	to enter it again.
* Password:	Minimum 6 characters. May contain any character except for the
* Re-Enter	TAB character.
Password:	
The Password Reminder Question and Answer w Make sure you select a	will enable you to retrieve your password in the event you forget it.  Question and Answer that only YOU know!
* Password	<b>—</b>
Reminder pet	Minimum 10 characters.  Your Password Reminder Question must be at least 10 characters long.
Question:	
	ssword Reminder Answer is not displayed in this
	vill need to enter it again.
* <u>Password</u> Reminder	Minimum 5 characters. Must be different from Password.
Answer:	Financian 5 characters. Plast be different from rassword.
Perso	onal Information
* First Name: Smurfette	Your First and Last name will appear on all outgoing
* Last Name: Smith	messages.
	Manual Company
* Alt. Email Meemi23@yahoo.com	We will use this account to disclose your password if it is lost.  It is important you enter an accurate email address.
	If you select 'Yes', you will be notified of new e-mail at the
Notification: <b>⊙</b> Yes O No	alternative address you entered above.
If you are using ICQ (http://www.icq.com/) and	d would like to be notified via ICQ that you have mail, <u>click here for</u> <u>instructions</u> .
Demogr	raphic Information
City:	·
State: Select a State:	
p	If you do not live in the U.S. places enter the
Province:	If you do not live in the U.S., please enter the name of your province.
Country: Select a Country:	Poor 1
* Zip /	
Postal 44122	
Code:	
* Gender: O Male	

Exhibit B-7

Tem.			
	Your Age must be greater than 12.		
nterest Information	1		
hich interest you by clicking o	on one or more boxes below.		
Business	Careers		
Computer Programming	☐ Electronics		
amily	☑ Games		
Health	□Internet		
Music	☐ Science & Technology		
Sports & Recreation	tion ☐ Travel & Leisure		
ail Rewards Prograr fs.com eMail or its service pro , discounts or other valuable eart of our exciting Email Rewou for choosing us as your em	ovider, BigMailBox.com, may offers related to the interest vards program and our way of		
	hich interest you by clicking of Business Computer Programming Family Health Music Sports & Recreation  Ail Rewards Programulation fs.com eMail or its service programulation of the counts or other valuable art of our exciting Email Rew		

Return to Top Return To The Login Page

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### Signup Page for Smurfs.com eMail

\* = Field is Required Note: All this information can be modified from within your mail account.

	or in your signup submission. or Description marked in red below to fix the error.			
Login Information				
* Username (Account Name): smurfette23	Minimum 2 characters. May contain letters, numbers, underscores '_', hyphens '-' and periods.			
	assword is not displayed in this form. You will to enter it again.			
* Password:	Minimum 6 characters. May contain any character except for the			
* Re-Enter Password:	TAB character.			
Make sure you select a Q	l enable you to retrieve your password in the event you forget it. uestion and Answer that only YOU know!			
* Password  Reminder what's pet's name  Question:	Minimum 10 characters.			
	sword Reminder Answer is not displayed in this			
* Password Reminder Answer:	Minimum 5 characters. Must be different from Password.			
Persor	nal Information			
* First Name: Smurfette  * Last Name: Smith	Your First and Last name will appear on all outgoing messages.			
* Alt. Email meemi23@yahoo.com	We will use this account to disclose your password if it is lost.  It is important you enter an accurate email address.			
Notification: <b>⊙</b> Yes O No	If you select 'Yes', you will be notified of new e-mail at the alternative address you entered above.			
If you are using ICQ (http://www.icq.com/) and w	vould like to be notified via ICQ that you have mail, click here for instructions.			
Demogra	phic Information			
City:				
State: Select a State:	If you do not live in the U.S., please enter the name			
Province: Select a Country:	of your province.			
* Zip /				
Postal 44122 Code:				
* Gender: O Male				

* Age: 12 Occupation: Student		You Must Be 13 Years Or Older To Signup For This Service Your Age must be greater than 12.		
* Please indicate the topic	Interest Information which interest you by	nation clicking on one or more boxes below.		
□Automotive	□ Business	□ Careers		
□Computer Hardware	☐ Computer Program	nming □Electronics		
□Entertainment	☐ Family	☑ Games		
□Government	□Health	□Internet		
☐ Investing & Finance	□Music	☐ Science & Technology		
□Shopping	☐ Sports & Recreation	on □Travel & Leisure		
When you register today, S send you exciting special of areas you noted above. It's	ffers, discounts or other t	ervice provider, BigMailBox.com, may valuable offers related to the interest mail Rewards program and our way of		
Retu	rn to Top Return To T	ne Login Page		

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### Signup Page for Smurfs.com eMail

\* = Field is Required Note: All this information can be modified from within your mail account.

	or in your signup submission.  or Description marked in red below to fix the error.
Logir	n Information
* Username (Account Name):	Minimum 2 characters. May contain letters, numbers, underscores '_', hyphens '-' and periods.
	ssword is not displayed in this form. You will one onter it again.
* Password:	Minimum 6 characters. May contain any character except for the
* <u>Re-Enter</u> Password:	TAB character.
The Password Reminder Question and Answer will Make sure you select a Qu	enable you to retrieve your password in the event you forget it. Justion and Answer that only YOU know!
* Password Reminder what's pet's name Question:	Minimum 10 characters.
	word Reminder Answer is not displayed in this
* Password	I need to enter it again.
Reminder	Minimum 5 characters. Must be different from Password.
Answer:	
Person	al Information
* First Name: Smurfette	Your First and Last name will appear on all outgoing
* Last Name: Smith	messages.
* Alt. Email Meemi23@yahoo.com	We will use this account to disclose your password if it is lost.  It is important you enter an accurate email address.
Notification: <b>②</b> Yes O No	If you select 'Yes', you will be notified of new e-mail at the alternative address you entered above.
If you are using ICQ (http://www.icq.com/) and v	vould like to be notified via ICQ that you have mail, click here for instructions.
Demogra	phic Information
City:	
State: Select a State:	
Province:	If you do not live in the U.S., please enter the name of your province.
Country: Select a Country:	
* Zip / Postal <mark>44122</mark>	
Code:	

Exhibit B-11

* Age: 13	Service	You Must Be 13 Years Or Older To Signup For This Service Your Age must be greater than 12.		
Occupation: Student		Tour Age must be greater than 12.		
	Interest Informat	ion		
* Please indicate the topic	cs which interest you by clicki	ng on one or more boxes below.		
□Automotive	☐Business	Li Careers		
☐ Computer Hardware	☐ Computer Programmi	ng □Electronics		
□ Entertainment	□ Family	☑ Games		
□Government	□Health	□Internet		
☐ Investing & Finance	□Music	☐ Science & Technology		
□ Shopping	☐ Sports & Recreation	☐Travel & Leisure		
When you register today, S send you exciting special of areas you noted above. It's	fers, discounts or other valua	e provider, BigMailBox.com, may able offers related to the interest Rewards program and our way of		
Retu	rn to Top Return To The Lo	pain Page		

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Thanks, **Smurfette**! You have successfully reserved your new email address:**smurfette23@smurfs.com**.

# Important: Confirm by selecting "Finish Signup" at the bottom of this page.

As a new member, you're also ontitled to enroll in those quality partner programs:



## Subscribe for FREE and be entered to WIN a new Sony Digital Camera!

Get something fun delivered to your e-mailbox daily-FREE! Get EMAZING'S Pop Culture, Internet Tip of the Day, Strange Truths, and Download of the Day delivered to your inbox! EMAZING - whatever you're into, we e-mail it to you-FREE!



You could win your choice from over 200 brand new cars. Opt-in to WIN and you will also receive your choice of FREE software, one hour of FREE long distance, and FREE internet access for life from winningkey.com.

Yes O No O



**Surf, search, and sift no more!** InfoBeat delivers personalized news and entertainment straight to your e-mail box - FREE! Don't miss a beat. Sign up today! Check the ones you'd like to receive.

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☐ Movies

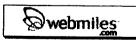
Finance



Get up to 100MB of FREE webspace. Sign up for a FREE Internet Hard Drive! Get your FREE Xdrive acco unt NOW!

Yes 

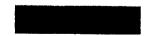
No O



Start earning free flights with no black out dates or seat restrictions.

Join the WebMiles<sup>SM</sup> program and earn miles when you shop. Right now receive 100 WebMiles<sup>SM</sup> rewards just for signing up.

Yes O No O



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#### Welcome smurfette23 to Smurfs.com eMail.

Don't forget to tell all your friends and family that your new email address is:

### smurfette23@smurfs.com

CLICK HERE TO LOG IN

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Search For Smurfs



Smurfs



#### **Fun & Games**

Fun Pages Hangman Trivia Card Trick The Genie Mad Libs Tic Tac Toe

#### **Cool Stuff**

Free Money Free Lotto Free Pizza And Movies For A Year Win 10,000 Dollars LifeMinders.com

#### Contact

General Comments Webmaster

### **Fun Pages**

CLICK HERE TO JEND ALL THESE FUNPAGES TO A FRIEND IN ONE SHOT

#### **Everyday Fun Pages**

- Stayin Alive
- Stayin Alive II
- The Hippy Hippy Shake
- Sunshine, Smiles And Happiness
- Singin' In The Rain
- Send A Rabbit's Foot
- Somebody Loves You

#### **Easter Fun Pages**

Happy Keester

#### PG 13 Fun Pages

 The Grrr In Swinger! an Austin Powers funpage.

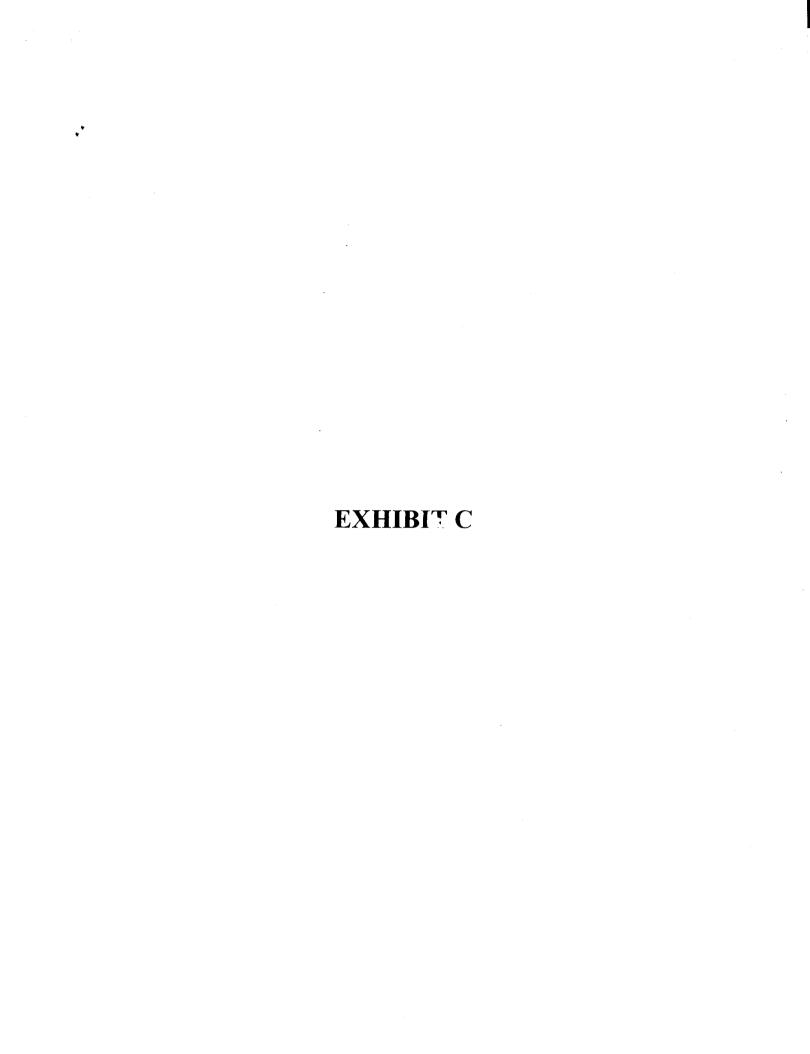
#### **Christmas Fun Pages**

- How To Rob A Snowman
- Send A Christmas
   Smooch
- The Christmas Picture Gag
- Thank You St. Nick
- The Night Before Christmas

More Fun Pages are on the way, so make sure you check back often to see what we've added.

All Fun Pages are found here courtesy of Jody Henderson of <a href="https://www.funnygreetings.com">www.funnygreetings.com</a>

The content on this site is for entertainment purposes only. If there is copyrighted material that has been unknowingly placed on this site, please <a href="mailto:emailto:mailto:ema

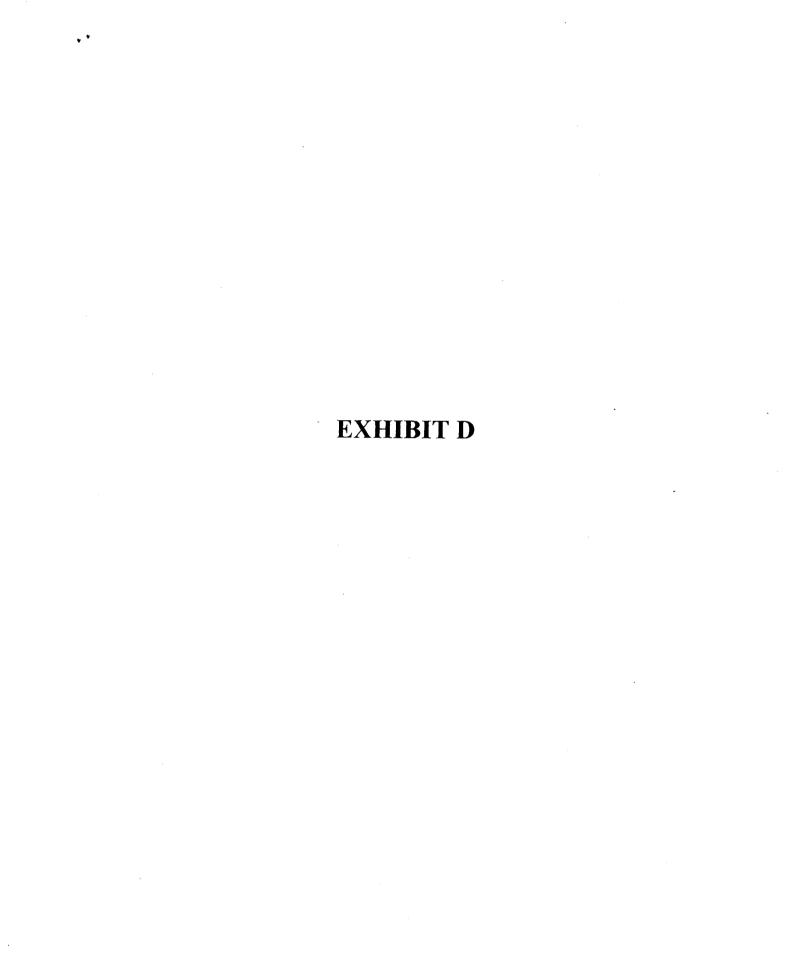


### Welcome Lulu555 to Girls' Life Mail.

Don't forget to tell all your friends and family that your new email address is:

#### Lulu555@girlslife.com

· CLICK HERE TO LOG IN



### **Terms of Service**

Before signing up for an account with Girls' Life Mail, you must review and accept the Terms and Conditions.

You must be at least 13 years old or have your parent's permission to join this program.





View the Terms and Conditions

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### Exhibit D-1



### **Terms of Service**

Before signing up for an account with **Girls' Life Mail**, you must review and accept the Terms and Conditions.

You must be at least 13 years old or have your parent's permission to join this program.



#### 1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

"Girls' Life Mail" is operated through services powered by BigMailBox.com, Inc. ("BigMailBox.com"), under the terms and conditions contained in this document (referred to as "Terms and Conditions"). BY COMPLETING THE REGISTRATION FORM AND CLICKING THE "I ACCEPT" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS set forth in this document. As a member of the service you may receive product/service announcements or other member mailings from "Girls' Life Mail", BigMailBox.com, Inc. or its agents. If you provide an alternate email address upon registration, you agree to receive email notification and other messages at that address including, without limitation, offers sponsored or delivered by BigMailBox.com, Inc. or its agents.

#### 2. DESCRIPTION OF SERVICE

"Girls' Life Mail" is providing its Members with a capability to send and receive electronic mail ("email") via the World Wide Web and on "Girls' Life Mail"'s own system. There is no charge to the Member for this Service. However, you must (1) provide all equipment, including a computer and modern, necessary to establish a connection to the World Wide Web and (2) obtain access to the World Wide Web and pay any telephone service fees associated with such access. Your participation in this program may include enrollment in other Web services.

#### 3. MEMBER OBLIGATIONS

In consideration for this Service, you agree to provide certain information about yourself as prompted to do so by the Service, and update this information as necessary to keep it current, complete and accurate. All termation requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, you are granting "Girls' Life Mail" the right to disclose to third parties certain information about you. If any information provided by you is inaccurate, "Girls' Life Mail" retains the right to terminate your membership and all associated rights to the Service.

#### 4. MODIFICATIONS TO TERMS OF SERVICE

"Girls' Life Mail" or BigMailBox.com may change the Terms and Conditions of service from time to time. It is your responsibility to check this document periodically for any changes or modifications as there will be no individual notices to Members regarding such changes or modifications. Your continued use of the Service constitutes an affirmative acknowledgment by you of the Terms and Conditions and any subsequent modifications made to them and your agreement to abide and be bound by them.

#### 5. MODIFICATIONS TO THE SERVICE

"Girls' Life Mail" and BigMailBox.com reserve the right to modify or discontinue the Service with or without notice to its Members. Neither "Girls' Life Mail" nor BigMailBox.com shall be liable to Member or any third party should they exercise their right to modify or discontinue the Service.

#### 6. PRIVACY POLICY

It is "Girls' Life Mail" spolicy to respect the privacy of its Members. Therefore, "Girls' Life Mail" will not monitor, edit, or disclose the contents of its Members' private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on "Girls' Life Mail" or to protect and defend the rights or property of "Girls' Life Mail". As a Member, you acknowledge and agree that "Girls' Life Mail" and BigMailBox.com neither endorse the contents of any Member communications nor assume responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime racintated thereby.

As a Member you acknowledge and understand that certain technical processing of email messages and their content may be required to send and receive messages; conform to connecting networks' technical requirements; conform to the limitations of the Service; or conform to other similar requirements.

#### 7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

Once you become a member of the Service, you will receive a password and an account. You, alone, are responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities which occur under your account. You must immediately notify "**Girls' Life Mail**" of any unauthorized use of your account or any other breach of security known to you. You may change your password at any time by following instructions provided. You may also set up a new account and close an old one at your convenience.

#### 8. DISCLAIMER OF WARRANTIES

MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE IS AT MEMBER'S SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Both "Girls' Life Mail" and BigMailBox.com EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUR, USE AND NON-INFRINGEMENT.

"Girls' Life Mail" and BigMailBox.com MAKE NO WARRANTY THAT THE SERVICE WILL MEET MEMBER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, THESE, SECURE, OR ERROR FREE. "Girls' Life Mail" MAKES NO GUARANTEES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

MEMBER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT MEMBER'S OWN RISK AND MEMBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO MEMBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

"Girls' Life Mail" and BigMailBox.com MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MEMBER FROM "Girls' Life Mail" OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 9. LIMITATION OF LIABILITY

under of organization

"Girls' Life Mail" SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF MEMBER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF "Girls' Life Mail" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. BIGMAILBOX.com SHALL NOT BE HELD RESPONSIBLE FOR ANY MESSAGES RECEIVED BY MEMBER, REGARDLESS OF THEIR CONTENT.

### 10. NO RESALE OR COMMERCIAL USE OF THE SERVICE

Your right to use the Service is personal to you. Therefore, a Member may only be an individual, not a corporation or other business entity. You may not resell or make any commercial use of the Service, without the express written permission of BigMailBox.com.

### 11. EMAIL MESSAGE STORAGE AND OTHER LIMITATIONS

"Girls' Life Mail" and BigMailBox.com assume no responsibility for the deletion or failure to store email messages. "Girls' Life Mail" has set no fixed upper limit on the number of messages you may send or receive through the Service; however, "Girls' Life Mail" retains the right, at its sole discretion, to determine whether or not a Member's conduct is consistent with the letter and spirit of the Terms and Conditions of this service. "Girls' Life Mail" may terminate Service if a Member's conduct is found to be inconsistent with the intent of this agreement.

#### 12. MEMBER CONDUCT

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state national and international laws and regulations. Therefore, you agree: (1) to comply with all applicable United States laws regarding the transmission of technical data exported from the U.S. through the Service; (2) that you shall not use the Service for illegal purposes; (3) that you shall not interfere or disrupt networks connected to the Service; and (4) that you shall comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies and procedures. Members may not use the Service to send chain letters, junk mail or spam (unsolicited bulk e-mail) or to communicate with any person who has not given specific permission to be included in such communications. In addition, you may not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Members may not interfere with another Member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

Either "Girls' Life Mail" or BigMailBox.com may, at its sole discretion, immediately terminate Service should Member's conduct fail to conform with these Terms and Conditions. "Girls' Life Mail" reserves the right to terminate any inactive account.

#### 13. INDEMNIFICATION

You agree to indemnify and hold BigMailBox.com, its officers, directors, employees, subsidiaries, affiliates, successors and assigns, harmless from any third party claim or demand, including reasonable attorneys' fees, made in connection with or arising out of your use of the Service, your violation of the Terms and Conditions, or the infringement by you, or other users of the Service using your membership, of any intellectual property, right of privacy or publicity, or other right of any person or entity.

#### 14. TERMINATION/CANCELLATION

Either "Girls' Life Mail" or BigMailBox.com may terminate the Service with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice. "Girls' Life Mail" and BigMailBox.com shall not be liable to you or any third party for termination of Service.

Should Member object to any terms and conditions of this service or any subsequent modifications thereto or become dissatisfied with the Service in any way, your sole and exclusive recourse is to immediately discount as your sole and the property of the property discount as your sole and the property discount as your sole and you

Upon termination of the Service, your right to use the Service and Software immediately ceases and you shall have no right and "**Girls' Life Mail**" shall have no obligation thereafter to forward any unread or unsent messages to Member or any third party.

#### 15. NOTICE

Except as otherwise indicated herein, all notices to you from "Girls' Life Mail" or from you to "Girls' Life Mail" shall be in writing and shall be made via email or conventional mail. "Girls' Life Mail" may post notices or messages through the Service to inform Members of changes to the Service, or the Terms and Conditions of service, or other matters of importance; such postings shall constitute sufficient written notice to Member.

#### 16. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

You may enter into correspondence with or participate in promotions of the Advertisers marketing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding Member and the Advertiser. "Girls' Life Mail" and BigMailBox.com assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### 17. PROPRIETARY RIGHTS TO CONTENT

Members acknowledge that content, including but not limited to text, photographs, video, graphics, software, music, sound, or other material contained in either sponsor advertisements or emails presented to Member by "Girls' Life Mail" or "Girls' Life Mail" Advertisers (collectively referred to as "Content"), is protected under the laws of copyright, trademark, patent, unfair competition or other applicable laws. Therefore, you are only permitted to use this Content as expressly authorized by "Girls' Life Mail" or the Advertisers associated with the "Girls' Life Mail" service. Members may not copy, reproduce, distribute, or create derivative works from this Content without the express written authorization to do so by the "Girls' Life Mail" or the Advertiser.

#### 18. LAWS

This Terms and Conditions agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of law provisions. Both Member and "Girls' Life Mail" agree to submit to the exclusive jurisdiction of the courts of the state of California.

If any provision(s) of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

"Girls' Life Mail" s or BigMailBox.com's failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by "Girls' Life Mail" in writing. Member and "Girls' Life Mail" agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

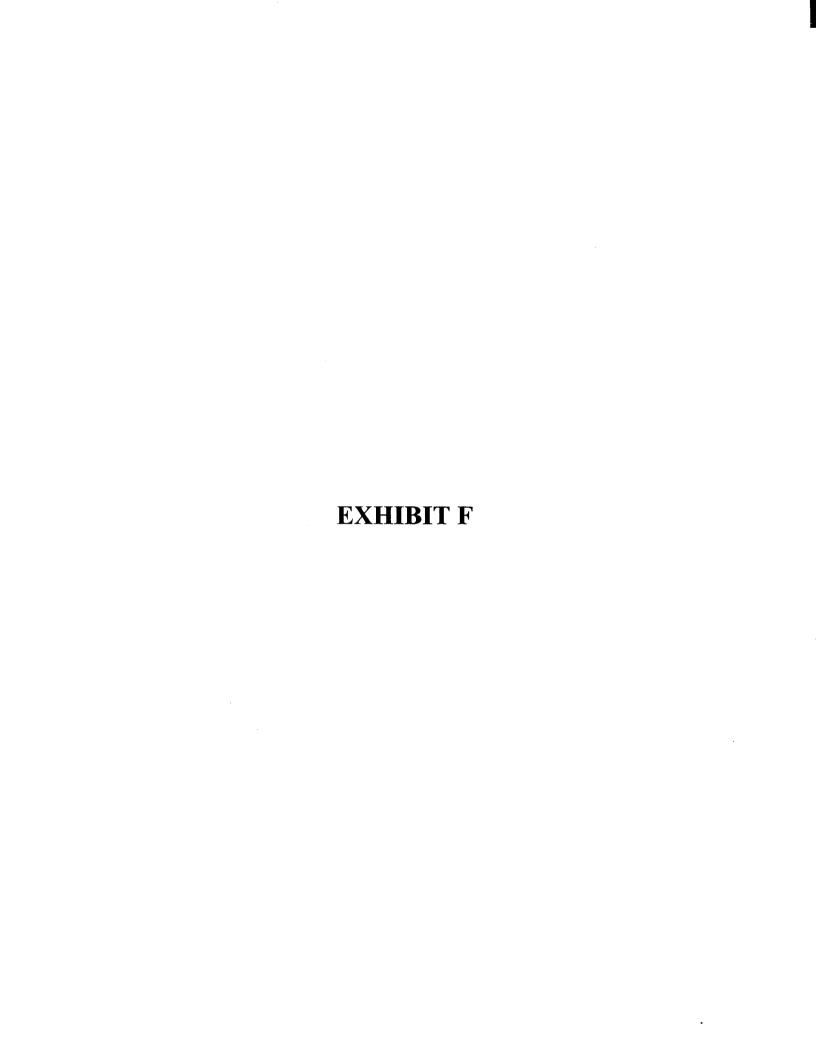
By agreeing to these Terms and Conditions you certify that all information you supply to this service is true and correct to the best of your knowledge.

Rev. 2/22/00





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### **Privacy Policy**

At BigMailBox.com, Inc. (BigMailBox), we guard our customers' privacy. We enforce the following privacy policy to protect our customers and Webmasters:

#### Privacy of the Mailboxes

We consider our customers' mailboxes and the content of all messages to be private. We do not monitor or disclose email messages unless we believe we must do so (i) to enforce our Email Terms and Conditions, (ii) because we are required to do so by law, or (iii) to defend BigMailBox in any legal action or to protect the property of BIGMAILBOX. Additionally, our customers must agree to respect the privacy and confidentiality of others. Since privacy is, in part, a function of our customers' passwords, we encourage them to change their passwords frequently and to not share them with anyone.

#### What information do we collect from BigMailBox Webmasters

We only collect the information necessary to set up and service our Webmasters accounts. This may include:

- Type of service
- Company name
- Administrator's name and title
- Alternative email address
- Mailing address
- Phone and fax numbers
- Domain name of choice
- Billing information
- Number/type of mailboxes needed.

This information may be collected over the phone or online. In providing email services to customers indirectly (i.e. through a reseller, partner and/or BIGMAILBOX Webmail affiliates) we collect the end users' email addresses, first and last names, passwords and administrator or "postmaster" contact information as appropriate to service those customers.

BigMailBox Webmasters may also purchase "Special Delivery" premium services. If a Webmasters chooses to receive information or purchase premium services we may collect the additional following types of personal information and share only the necessary information with outside parties in order to fulfill our customers' requests:

- Phone number
- Credit/dehit card information
- Billing information

#### **BigMailBox Customer Protection**

We collect the following information through our online registration process:

- First name
- Last name
- Alt. Email address
- Address, city, state, zip and country
- Gender
- Age
- Occupation

Exhibit F-1

BigMailBox customers can also choose to register to receive information from BIGMAILBOX and/or other companies, as well as advertising or promotional offers. Upon registering for a BigMailBox account, customers may automatically receive special offers from certain third parties unless they alter their settings from the options folder within their BigMailBox account. In cases where a customer opts to receive services from third parties associated with us or otherwise indicates their willingness to receive unsolicited advertising, we may disclose individual registration data as appropriate in order to fulfill our customers' requests. Please note, third party service providers have individual policies towards the privacy of customer information which may differ from ours.

### Children's Privacy

Protecting the privacy of children is very important to us. For that reason we do not structure any part of our consumer services to attract anyone under the age of 13. We require anyone under the age of 13 to obtain their parent's or legal guardian's consent before allowing them to register for a BigMailBox account.

### **Updating Information**

BigMailBox customers can access and modify their personally identifiable information or mailing list preferences online in the options folder of their BigMailBox email box. BigMailBox Webmasters can modify their information by contacting our customer support department.

### Contact BIGMAILBOX

Should you have other questions or concerns about this privacy policy, please call us at 800-468-8915 or 213-596-0033 or send us an email. BigMailBox customer support can be reached by clicking here.

Close Window

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