

Terms of Use

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE:

The services offered by www.friscotouch.com ("friscotouch.com" or "PROVIDER") are provided to the CUSTOMER under the terms and conditions of this Terms of Use Agreement ("TOU" or "Agreement"), and any operating rules or policies that may be published by friscotouch.com at the URL: www.friscotouch.com ("Site"). The TOU comprises the entire agreement between the CUSTOMER and friscotouch.com and supersedes all prior agreements between the PROVIDER and CUSTOMER. BY COMPLETING THE REGISTRATION PROCESS, OR USING FRISCOTOUCH.COM, USER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN. CUSTOMER ALSO AGREES TO BE BOUND BY ANY ADDITIONAL OPERATING RULES OR POLICIES ESTABLISHED BY FRISCOTOUCH.COM, AND NOTICE SHALL BE PROVIDED BY PUBLICATION ON THE FRISCOTOUCH.COM WEBSITE. CUSTOMER may continue to use friscotouch.com as long as CUSTOMER adhere to these Terms of Use.

2. SERVICES VOID WHERE PROHIBITED:

Use of the Services (as described in Section 4 below) is void where prohibited. By using this Service, CUSTOMER represents and warrants that CUSTOMER has the right, authority, and capacity to enter into this Agreement.

3. REGISTRATION:

CUSTOMER is required to register with friscotouch.com for services including, but not limited to, those described in Section 4 below. In order to register with friscotouch.com, CUSTOMER must supply personal identification information, a user name, which will be used as a unique identifier for CUSTOMER'S account, and a password.

4. DESCRIPTION OF SERVICE:

Friscotouch.com includes the following services for registered users: suggesting gift options for friends and family based on certain information the CUSTOMER provides to Friscotouch.com about the gift recipient such as age, gender, and personality; suggesting gift options based on a specified price range, the occasion for which the CUSTOMER would like to purchase a gift, and any specific information provided about the gift recipient.

5. LIMITATION OF LIABILITY: BY USING FRISCOTOUCH.COM, THE CUSTOMER AGREES AND UNDERSTANDS THAT INJURIES AND DAMAGES CAN OCCUR BY THE USE OF SUCH PRODUCTS, EITHER AS A RESULT OF NEGLIGENCE OR BECAUSE OF OTHER REASONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW, THE CUSTOMER AGREES TO WAIVE AND DISCHARGE ALL CLAIMS, RELEASE FRISCOTOUCH.COM FROM ALL LIABILITY AND INDEMNIFY AND HOLD HARMLESS FRISCOTOUCH.COM, ITS OFFICERS, AGENTS, SUBSIDIARIES, AND OTHER PARTNERS AND EMPLOYEES, FROM ANY AND ALL LIABILITY ON ACCOUNT OF, OR IN ANY WAY RESULTING FROM INJURIES AND DAMAGES IN ANY WAY CONNECTED WITH ANY PRODUCTS PURCHASED BY WAY OF

USING THE FRISCOTOUCH.COM WEBSITE. CUSTOMER AGREES AND UNDERSTANDS THAT THIS ASSUMPTION OF RISK AND RELEASE IS BINDING UPON THE CUSTOMER AND HIS OR HER HEIRS, EXECUTORS, AGENTS, ADMINISTRATORS AND ASSIGNS.

6. CONTENT: CUSTOMER is solely responsible for any data, text, graphics, messages, or other materials ("Content") which is transmitted, posted, or distributed by CUSTOMER through the Service, including but not limited to the contents of CUSTOMER'S information or reviews. All Content posted by the CUSTOMER is his or her sole responsibility. Friscotouch.com does not control the Content posted by any customer ("Users") via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will friscotouch.com be liable in any way for any Content posted by any user or third party, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted via the Service. Subject to the terms of friscotouch.com's Privacy Policy, CUSTOMER agrees if CUSTOMER posts any Content on the friscotouch.com Site, CUSTOMER grants to friscotouch.com, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license, in and to the Content, to distribute, display, modify, redistribute, sublicense and reproduce such Content to other users of the Service and to third parties with whom friscotouch.com has a relationship. CUSTOMER also grants friscotouch.com the right to authorize the downloading and printing in whole or in part of any Content that CUSTOMER posts to the friscotouch.com Service.

7. COPYRIGHT POLICY/INFRINGING MATERIAL. CUSTOMER may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information owned or controlled by someone else without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if CUSTOMER believes that his or her work has been copied and posted on the friscotouch.com Service without CUSTOMER'S permission or in any way that constitutes copyright infringement, please provide friscotouch.com with the following information: a description of the copyrighted work that CUSTOMER claims has been infringed; a description of where the alleged material is located on the friscotouch.com Service; CUSTOMER'S address, telephone number, and email address; and a written statement by CUSTOMER stating that CUSTOMER has a good faith belief that the disputed use is not authorized by CUSTOMER, CUSTOMER'S agent, or the law; and a statement by CUSTOMER, made under penalty of perjury, that CUSTOMER owns the claimed material together with any evidence of such ownership. Please contact Friscotouch.com at the following address: Friscotouch.com 175 Bluxome Street Unit #221, San Francisco, California 94107.

8. NO "SPAMMING": CUSTOMER must not use any feature of the friscotouch.com Service for chain letters, junk mail, or "Spamming" nor make any use of the distribution lists in a manner involving any person who has not given specific permission to be included in such a process. An email advertisement which is (a) addressed to a recipient with whom CUSTOMER does not have an existing business or personal relationship and (b) is not sent at the request of or with the express consent of the recipient to receive such communications from CUSTOMER ("Spam" or "Spamming") is strictly prohibited by friscotouch.com. If CUSTOMER uses any feature of the friscotouch.com Service for the purpose of sending Spam, friscotouch.com reserves the right to immediately terminate CUSTOMER'S access to the friscotouch.com Service and to seek appropriate legal recourse as necessary. If CUSTOMER believes that other users are using the friscotouch.com Service for

Spam, please notify friscotouch.com via email at contact@friscotouch.com.

9. NOTICES: Friscotouch.com may give notice to CUSTOMER by e-mail, a posting on the Site, or other reasonable means. CUSTOMER must give notice to friscotouch.com in writing via e-mail or as otherwise expressly provided by friscotouch.com. Friscotouch.com may broadcast, distribute or display notices or messages through the friscotouch.com Service to inform CUSTOMER of changes to the TOU, the Service, the Privacy Policy or other matters of importance. Such broadcast, distributions or displays of information shall constitute notice to CUSTOMER.

10. SECURITY: CUSTOMER are solely responsible for maintaining the confidentiality of CUSTOMER'S password and account, and for any and all activities that occur under CUSTOMER'S account. CUSTOMER may change CUSTOMER'S password or any other account information at any time by going to CUSTOMER'S User page once CUSTOMER have logged in. CUSTOMER may also set up a new account at CUSTOMER'S convenience. CUSTOMER agrees to notify friscotouch.com immediately of any unauthorized use of CUSTOMER'S account or any other breach of security known to CUSTOMER. CUSTOMER must promptly inform friscotouch.com of actual or apparent breaches of security, such as loss, theft, or authorized disclosure or use of a user account or password. Until friscotouch.com is notified of a breach in security, CUSTOMER will remain liable for any unauthorized use of the friscotouch.com Service through CUSTOMER'S account. In consideration for using the friscotouch.com Service, CUSTOMER agrees to: (1) provide certain current, complete, and accurate information about CUSTOMER when prompted to do so by the Service, and (2) maintain and update this information as required to keep it current, complete and accurate. If any information provided by CUSTOMER during CUSTOMER'S original registration or in CUSTOMER'S User page is inaccurate, friscotouch.com reserves the right to terminate CUSTOMER'S account immediately and CUSTOMER'S right to use the friscotouch.com Service.

11. NO RESALE OR COMMERCIAL USE, ABUSE OF THE SERVICE: CUSTOMER'S right to use the friscotouch.com Service is personal to CUSTOMER. CUSTOMER agrees not to resell or make any commercial use of the friscotouch.com Service without the express consent of friscotouch.com. CUSTOMER may not create bots or other computer generated automatic tools to abuse the friscotouch.com Service in any manner. Use that constitutes abuse shall be determined by friscotouch.com in its sole discretion. Friscotouch.com reserves the right to terminate CUSTOMER'S account if friscotouch.com determines CUSTOMER have not complied with this TOU.

12. USER CONDUCT: Friscotouch.com reserves the right, but does not assume the responsibility, to monitor or review CUSTOMER'S conduct on the friscotouch.com Site. CUSTOMER'S use of the friscotouch.com Service is subject to all applicable local, state, national and international laws and regulations.

In using the friscotouch.com Service CUSTOMER agrees not to:

*Use the friscotouch.com Service for illegal purposes;

*Interfere or disrupt networks connected to the friscotouch.com Service or violate the regulations, policies or procedures of such networks;

*Use the friscotouch.com Service in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or use any distribution lists including any

person who has not given specific permission to be included in such a process (commercial or otherwise);

*Harvest or otherwise collect information about other users, including e-mail addresses, without their consent;

*Transmit through the friscotouch.com Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable material of any kind or nature;

*Invade another's privacy or violate rights of publicity or intellectual property rights (including but not limited to copyright, trademark and patent rights) while using the friscotouch.com Service;

*Transmit through the friscotouch.com Service 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;

*Interfere with another User's use and enjoyment of the friscotouch.com Service;

*Defame, abuse, harass, stalk, threaten or violate the legal rights (such as rights of privacy and publicity) of any other user;

*Create a false identity for the purpose of misleading others as to CUSTOMER'S identity or the origin of a message;

*Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the friscotouch.com Service any directory of friscotouch.com's users or usage information or any portion thereof other than in the context of CUSTOMER'S use of the Service as permitted under this TOU;

*Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

*Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or

*Engage in any other conduct which, in friscotouch.com's sole discretion, is considered inappropriate, unauthorized or objectionable.

13. INDEMNIFICATION: CUSTOMER agree to indemnify and hold friscotouch.com, its officers, employees, agents, directors, successors and assigns harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of CUSTOMER'S use of the friscotouch.com Service, the violation of this TOU by CUSTOMER, the infringement by CUSTOMER (or other user of the Service using CUSTOMER'S account) of any intellectual property or other right of any person or entity or violation of any federal, state or local law or regulation.

14. TERMINATION: CUSTOMER may terminate his or her participation in the friscotouch.com Service with or without cause at any time and effective immediately. Friscotouch.com may terminate the friscotouch.com Service or CUSTOMER'S use of the Service with or without cause at any time and effective immediately, at

friscotouch.com's sole discretion, by immediate termination of CUSTOMER'S use of the friscotouch.com Service should CUSTOMER'S conduct fail to conform to the terms and conditions of this TOU. Friscotouch.com shall not be liable to CUSTOMER or any third party for termination of the friscotouch.com Service or termination of CUSTOMER'S use of the friscotouch.com Service. Should CUSTOMER object to any terms and conditions of the TOU or any subsequent modifications friscotouch.com makes to the TOU or become dissatisfied with the friscotouch.com Service in any way, CUSTOMER'S only recourse is to immediately: (1) discontinue use of the friscotouch.com Service; and (2) notify friscotouch.com of CUSTOMER'S termination and, at CUSTOMER'S discretion, notify friscotouch.com of the reasons for CUSTOMER'S termination. Upon termination of CUSTOMER'S use of the friscotouch.com Service, CUSTOMER'S right to use the friscotouch.com Service shall cease immediately. CUSTOMER shall have no right and friscotouch.com will have no obligation thereafter to forward any unread or unsent messages to CUSTOMER or any third party on CUSTOMER'S behalf. Sections 2, 5, 6, 7, 10, 13, 14, 15, 18, 19 and 20 shall survive termination of the TOU.

15. TRANSACTIONS WITH ORGANIZATIONS OR INDIVIDUALS.

Friscotouch.com shall not be liable for CUSTOMER'S interactions with any organizations and/or individuals found on or through the friscotouch.com Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between CUSTOMER and such organizations and/or individuals. Friscotouch.com is under no obligation to become involved in disputes between participants on the friscotouch.com Service, or between participants on the friscotouch.com Service and any third party.

16. LINKS TO THIRD PARTY SITES. Any websites that are accessible via links included within the friscotouch.com Service that take CUSTOMER out of the friscotouch.com Service are not under friscotouch.com's control and friscotouch.com shall not be responsible for the content, products or services of any linked website. All such websites shall be subject to the policies and procedures of the owner of such websites. We encourage CUSTOMER to read those policies and know CUSTOMER'S rights under any web site the CUSTOMER visits.

17. VIOLATION OF TERMS BY OTHER USERS: Friscotouch.com asks that CUSTOMER participate in ensuring that all users follow the terms of this TOU by reporting any user reviews or other postings or messages that violate these terms. To report a violation of this TOU, please email us at Contact@friscotouch.com.

18. DISCLAIMER OF WARRANTIES: CUSTOMER EXPRESSLY AGREES THAT CUSTOMER'S USE OF THE FRISCOTOUCH.COM SERVICE IS AT CUSTOMER'S SOLE RISK. THE FRISCOTOUCH.COM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FRISCOTOUCH.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FRISCOTOUCH.COM MAKES NO WARRANTY THAT ITS SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT ITS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. FRISCOTOUCH.COM MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT

FRISCOTOUCH.COM DOES NOT CONTROL CONTENT, INFORMATION, PRODUCTS OR SERVICES OFFERED BY ADVERTISERS, THIRD PARTIES OR OTHER USERS ON OR THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY LICENSE TO FRISCOTOUCH.COM FROM THIRD PARTIES OR CONTENT PROVIDED BY OTHER USERS. FRISCOTOUCH.COM ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, USEFULNESS OR DECENCY OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ADVERTISERS AND USERS) THROUGH THE FRISCOTOUCH.COM SERVICE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM CUSTOMER'S ATTEMPT TO DOWNLOAD ANY MATERIAL FROM THE FRISCOTOUCH.COM SERVICE. FRISCOTOUCH.COM MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ITS SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH ITS SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM FRISCOTOUCH.COM OR THROUGH THE FRISCOTOUCH.COM 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 CUSTOMER.

19. LIMITATION OF LIABILITY: FRISCOTOUCH.COM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF FRISCOTOUCH.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE (I) USE OR THE INABILITY TO USE THE SERVICE; (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR CONTENT RECEIVED OR TRANSACTIONS ENTERED INTO WITH FRISCOTOUCH.COM OR A THIRD PARTY THROUGH THE USE OF THE FRISCOTOUCH.COM SERVICE; (IV) OR UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT OR ALTERATION OF CUSTOMER'S ACCOUNT OR DATA. CUSTOMER SPECIFICALLY AGREE THAT FRISCOTOUCH.COM IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY UNLAWFUL, HARASSING, DEFAMATORY, ABUSIVE, THREATENING, HARMFUL, VULGAR, OBSCENE, SEXUALLY EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT OR SPEECH OF ANY OTHER PARTY ON OR THROUGH THE FRISCOTOUCH.COM SERVICE, OR FOR ANY INFRINGEMENT OR VIOLATION OF CUSTOMER'S RIGHTS BY ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SOME USERS.

20. GENERAL PROVISIONS: This TOU shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws provisions. CUSTOMER agrees to submit to the exclusive jurisdiction of the courts of the State of California, provided, however, that friscotouch.com, in its sole discretion, may elect to settle any litigation in any way arising out of or relating to this TOU through binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such arbitration shall be conducted in San Francisco, California, and judgment on the arbitration award may be entered into in any court having jurisdiction thereof. If any provision(s) of the

TOU is 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. Friscotouch.com's failure to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Friscotouch.com in writing. User and friscotouch.com agree that any lawsuit arising out of or related to this Service must commence within one (1) year after the cause of action arises; otherwise, such cause of action is permanently barred. The section titles in this TOU are solely used for the convenience of the parties and have no legal or contractual significance.

22. MODIFICATIONS TO THE SERVICE AND TO TERMS OF USE:

Friscotouch.com reserves the right to modify or discontinue the friscotouch.com Service with or without notice to CUSTOMER. Friscotouch.com shall not be liable to CUSTOMER if friscotouch.com modifies or discontinues its Service. Friscotouch.com may change the terms and conditions of the TOU at any time in its sole discretion. In the event of any material or substantial change in the terms and conditions of this TOU, friscotouch.com may notify CUSTOMER via e-mail, and/or by posting an announcement of the changes together with a link to the new TOU on the friscotouch.com Service. By using the friscotouch.com Service after any change in the TOU, CUSTOMER acknowledges and accepts changes to the TOU.