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Section 1

Introduction – Code of Conduct

gibLink Inc. (“the Company”) and each of its Members agree to conduct their business according to the following Code of Conduct. This Code ensures high standards of integrity and professionalism throughout the network and protects the business image of both the Member and the Company.

1. Member Obligations

- a) Members will conduct themselves in an ethical and professional manner.
- b) Deal with customers, other Members and the Company, with the highest standards of honesty, integrity, and fairness.
- c) Present the Company’s Revenue Sharing Plan realistically and without exaggeration to any prospective Members.
- d) The Member shall make it clear that the Company’s marketing program is based on the retail sale of the Company’s products and services, and that Members will not be successful merely by sponsoring other Members without the emphasis on retail sales.
- e) Comply with applicable consumer protection laws and regulations concerning the sale of the Company’s products and services.
- f) Make no misleading sales claims or guarantees concerning the Company’s products, Services and Revenue Share Plan.
- g) Take responsibility for the training of those Members in their personal organizations, whether personally referred or not.
- h) Wear appropriate business attire (and encourage guests to do the same) when attending business presentations, to further enhance the Company’s and their own professional public image.

2. gibLink Inc. Obligations

- a) Conduct itself in an ethical and expert manner.
- b) Manage the policies and procedures of the company reasonably, without injustice or errand.
- c) Make available quality products and/or services to the Member in a judicious method.
- d) Make available quality support resources to aid in the retail sale of products and/or services and the sponsoring of other Members.
- e) Make compensation payments to qualified Members in accordance with the Company Revenue Sharing Plan presently in existence.

gibLink Inc. will not:

- a) Assure success in gibLink Inc.
- b) Tolerate deceptive product and service claims.
- c) Recommend or advise members on their personal account management.

Section 2

ADMINISTRATIVE POLICIES

1. Becoming a gibLink Inc. Member

- a) Any person or entity may become a Member by completing online Member Application and an Agreement Form. No other purchases are required; product and service purchases are optional. The Application becomes binding upon approval by the Company at its Corporate Office. The Company reserves the exclusive right to accept or reject anyone as a Member. If an individual is rejected by the Company notification of such rejection will be notified within ten (10) days from the date the Application was received at the Company Corporate Office.
- b) Online Application received without the appropriate payment for the gibLink Inc. subscription and services will not be activated until the correct payment has been received.
- c) For a corporation or partnership, the following requirements must be met:
 - I. US Corporation or partnership must provide the Company with a Federal Employer's Identification Number (EIN). If the corporation or partnership does not have a Federal ID Number, the Social Security Number (SSN) of the contact person should be used.
 - II. International applicant must provide a valid Passport or a Drivers License number.

Any change to an Application must be notified to the Corporate Office.

2. Restrictions on becoming a gibLink Inc. Member

- a) An Applicant must be of legal age in their state/province/country of residence to enter into this binding contract and a member is not barred from receiving the services offered under the jurisdiction of the laws of the United States or other applicable jurisdiction. An applicant agrees that the information provided is accurate, truthful, and current; and will maintain and update information as changes take place; otherwise, the Company has the right to terminate and or suspend your account and refuse any use of the company's services.
- b) International Member may only have one Membership per household and must provide a current Drivers license or Passport number on their application for proper identification. Individual rent-paying tenants in the same building or residence are not considered a household. Roommates are not considered a household.
- c) US Members may not have a simultaneous interest in more than two Memberships in the same household, one as an individual (Social Security Number) and one as a partnership or corporation (Federal ID Number). The second position must have a separate Social Security or Tax Identification number and it may be in the name of a spouse or bona fide business entity, but no HOUSEHOLD may have more than two positions.
- d) A Member located in the U.S.A. and/or of U.S. citizenship will not be able to receive Revenue Share from the Company until a Member has provided the Company with their tax identification number (Social Security or EIN) for U.S. tax reporting purposes. Revenue Share will not be released to the Member until this information has been received by the Company. A Member providing misleading or improper tax information will be considered grounds for termination.
- e) A Member who has engaged in Company Business Activity may not at any time acquire an interest in or merge with a pre-existing Membership under a different Sponsor.
- f) A Member may not have or acquire a present or future ownership interest in or establish another Membership in the name of a family member or an unrelated individual.
- g) A Member may not encourage, entice, or otherwise assist another Member to transfer to a different Sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Member to terminate an existing Membership and then re-sign under a different Sponsor.

Any Member found to be violating these policies will be terminated immediately and will forfeit any and all Revenue Share due them. No exceptions will be made regarding these terms.

3. Independent Status

A Members connected with gibLink Inc. are independent contractors only. If members do any business, they are responsible for conducting and managing their own business activities without company control or direction and are not an agent, employee, or legal representative of the company. Members are not authorized to incur any debt, expense, or obligation on behalf of or for gibLink Inc. nor bind gibLink Inc. to any agreement or contract.

Independent contractors have the following responsibilities:

- a) Abide by all laws, rules, and regulations pertaining to the acquirement, receipt, holding, selling, distribution, and advertising of gibLink Inc. products, services, and business opportunity.
- b) Be solely answerable for declaration and payment of any associated taxes or fees.
- c) Supply any equipment and tools necessary for operating their business, such as telephone, computers, transportation, professional services, and office supplies.
- d) Provide his/her own place of business and determine his/her own work hours.

4. Subscription Renewal

A Member's subscription to the Service will be automatically renewed as stated below upon expiration of the subscription renewal schedule selected upon the initial registration day by the member unless you notify gibLink Inc. via our online Help Desk Service Area. Membership fees to gibLink Inc. are prominently displayed in the registration form. You agree to pay all membership fees when due according to these billing terms. GIBLINK INC. USE AN AUTOMATIC REBILL CYCLE ACCORDING TO YOUR SELECTED PAYMENT OPTION.

Failure to renew will mean the loss of all Member rights, removal from the marketing structure, forfeiture of future Commissions/Bonuses, and the loss of sales organization. The responsibility for timely subscription renewal rests with each Member.

5. Privacy Policy

Members must follow Federal government regulations that are enacted for Personal Information Protection and Electronic Documents Act (PIPEDA). The purpose of such laws is to keep personal information confidential and secure. (See Privacy Policies)

Section 3

Independent Member and Sponsoring Policies

1. Member Policy

- a) A Member is not an agent, employee, partner, or joint venturer with the Company. A Member is prohibited from representing himself as such.
- b) A Member must represent the products, services, and opportunity ethically and professionally.
- c) A Member may not by any means entice or encourage prospective Members with rewards or payment offers that may include but are not limited to financial or other tangible incentives, to become a Member.
- d) No representation or sales offers may be made relating to products and services which are not accurate and truthful as to price, grade, quality, performance, and availability.
- e) No income guarantees of any kind may be made.
- f) A Member may not solicit or entice any other Member whom he/she did not personally sponsor to sell or purchase products or services other than those offered by the Company. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Members. The Member agrees that a violation of this rule inflicts irreparable harm on the Company and agrees that injunctive relief is an appropriate remedy to prevent that harm.
- g) A Member is responsible for his own business decisions and expenditures.
- h) A Member must comply fully with the "Terms of Service" of the contract.

- i) A Member is personally responsible for compliance with all federal, provincial, state, and local laws and regulations.

2. Sponsoring Policy

Every Member must have a sponsor. Occasionally, more than one person may contact the same prospect and questions may arise as to who has sponsoring rights for that prospect. It is an unwritten courtesy that the prospective Member will generally be sponsored by the first Member, who presented him/her/them with the complete business opportunity; however, each new Member has the right to choose his/her own sponsor.

- a) The Company will not arbitrate disputes between Members and prospects and will recognize as the sponsor, the individual whose name appears on the Application first received and accepted by the Corporate Office.
- b) Member shall not unduly influence, or in any way entice prospects with unreasonable or embellished representations as to possible income or business development.

3. Sponsor's Responsibilities

All new Members have the right to receive training without cost and support from their sponsor.

- a) A Sponsor is expected to provide information on how to obtain Company-approved literature, websites, and to give basic schooling to their newly sponsored Members.
- b) Member who sponsors another Member must fulfill the responsibility of performing a legitimate supervisory function in the training of those sponsored Members.
- c) A Sponsor must have continuing contact, communication, and management supervision with his/her sales organization. Examples of such supervision may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, and voice mail, e-mail, training sessions and sharing all Company information.
- d) A Sponsor should exercise his/her best efforts to ensure that all Independent Members in his/her Organization properly understand and comply with the "Terms of Service" of the Agreement.
- e) Members should be able to provide confirmation to the Company semi-annually regarding fulfillment of those responsibilities should the need arise. Failure to meet the terms could result in the cancellation of the offending Membership.

4. Sponsorship Transfers

Maintaining the uprightness of the organization is vital to success. The shifting of sponsors is not allowed once a gibLink Inc. Member is sponsored. gibLink Inc. believes in protecting that relationship, except in the case of a gibLink Inc. Member using unscrupulous means to sponsor someone.

5. Cross-Sponsoring

A Company Member may not launch another network marketing or multi-level opportunity to any Company Member that the Member did not personally sponsor. A breach of this proviso will mean the instant cancellation and termination of the offending Membership.

6. International Sponsoring & Territories

There is no exclusive territory assignment. Members have the right to function anywhere within the areas of operation prescribed by the Company.

7. Member Lists

Member lineage lists are confidential and the right of ownership and or property of the Company. The Company has compiled and presently maintains Member lists through the outlay of significant time, effort, and financial capital. Member lists, in their past, present and future forms, constitute commercially valuable proprietary assets and trade secrets of the Company, which the Company's employees have agreed to hold as confidential.

The Member lineage lists remain, at all times, the private property of the Company, which may, at any time and at the Company's sole prudence, reclaim and take ownership of the lists. Accordingly, each recipient agrees:

- a) To hold confidential and not disclose any Member lists or portion thereof to any third person, including, but not limited to, other existing Members, competitors and/or the general public.
- b) To limit use of the lists to their intended scope of furthering the Member's Company-correlated business.
- c) That any intended or unintentional use or exposé of the lists outside of those sanctioned herein, or for the benefit of any third person, constitutes mishandling and the misappropriation, which causes irreparable damage and monetary loss to the Company.
- d) That upon any violation under this Section the Company will seek appropriate injunctive reprieve and compensation against the offending Member.
- e) That the obligations under this Section will continue to exist resulting in the cancellation of the recipient's Member Agreement.

The Company reserves the right to pursue all suitable remedies under pertinent international, national or local laws to protect their rights to the above stated proprietary and trade secret Member lists; any failure to pursue such remedies will not comprise a waiver of those rights.

8. Lead Distribution Policy

- a. Members should carefully consider whether to organize a large lead generation campaign or in an informal way collect leads one at a time. If a Member emails, mails or distributes literature or promotional material, they should always include their name, address and/or telephone number on the literature or promotional material.
- b. Members must abide by regulations set out by the United States Federal Trade Commission (FTC) Act regarding Spam and business practices. Violation of these policies may result in disciplinary measures. (See "Terms of Service" (TOS) for details.)
- c. From time to time the Company could receive inquiries from the public about its products and opportunity. When this occurs, the Company tries to determine whether the contact with the Company began with the hard work of a Member. If so, the interested party will be referred back to that Member. Leads linking people who have simply heard of the Company without any discoverable contact by an existing Member will be assigned, on a rotating basis, to an active Member who has established leadership and training capabilities, and who lives in the same geographical area. However, the Company may use its sole diplomacy in making such assignments.

9. Sale, Transfer, or Assignment of Business

A Member may not sell, assign, or transfer their Membership without the prior approval of the Company. Any attempted sale, assignment, or delegation without such approval shall be voided by the Company. If the assignment procedures are properly followed, the Company may not unduly deny an assignment of a Membership, provided the assignee completes a current Application, and possesses reasonable ability to satisfactorily perform the obligations of a Member.

When transfers are requested the same policies and rules will apply as in the section 2. Restrictions on becoming a Member on page 3.

- a) Members should consult a legal representative to ensure that the sale conforms to all applicable laws and regulations.
- b) The seller must provide to the anticipated buyer, in writing, details of the membership's last six (6) months activity.
- c) The Company reserves the right to evaluate all terms of sale and may insist upon supplementary terms and conditions before endorsement of any planned sale.
- d) If it is determined, at the Company's sole discretion, that a Membership was transferred to outfit compliance with the Member Agreement, the Policies and Procedures or the Revenue Sharing Plan, the transfer shall be declared null and void. The Membership shall revert to the transferring Member, who shall be treated as if the transfer had never occurred from the reversion date forward. If necessary, and at the Company's sole discretion, appropriate action (including termination of the offending Membership) may be taken, to guarantee compliance with the Member Agreement and the Policies and Procedures.

10. Inheritance

Upon the death or incapacity of a Member, the Membership position and all rights pass to the lawful successor. The Company may require legal credentials before the transfer can become effective. The successor must provide the following: (1) an original death certificate; (2) a notarized copy of the will or last testament establishing the successor's right to the Membership's business; (3) complete a Member agreement executed by a trustee.

11. Voluntary Cancellation of a Membership

A Member may at anytime cancel their Membership for any reason by submitting a signed resignation letter to the Company and their sponsor.

- a) The canceling Member will be eligible to re-apply again after six (6) months after canceling his/her Membership before reapplying to become a Member under a different Sponsor, and must begin by purchasing gibLine subscription and services, completing online Member Application and Agreement Form.
- b) The Application becomes binding upon acceptance by the Company at its Corporate Office. The Company reserves the exclusive right to accept or reject anyone as a Member. If an individual is rejected by the Company, notification of such rejection will be notified within ten (10) days from the date the Application was received at the Company Corporate Office.
- c) Any involvement in the marketing of the Company's products before the new Application has been accepted, will be cause for denying them re-entry into the program.

12. Income Taxes

Members are independent contractors for federal and state income tax purposes and do not have income taxes withheld from commissions. Members are responsible for reporting and paying income taxes to local, provincial, state, and federal authorities. The Company will provide Members in the USA with a 1099 and will forward a copy of this form to the IRS in accordance with federal laws. A Member providing misleading or improper tax information will be considered grounds for termination. The Company is not required to provide any forms to International Members; they are responsible for reporting and paying income taxes in their own country.

Section 4

Bonus and Compensation Policies

1. Payment of Commissions/Bonuses

- a) A minimum of \$10.00 total is needed to include a Member in the pay cycle. Any bonuses for \$10.00 or less will be held and added to the next pay cycle. Combined earnings of \$10.00 in all categories of revenue sharing, will include the Member in a pay run. There is a .50 cent administrative processing fee per transaction.
- b) Monthly Commissions for Global Revenue Share are calculated and paid on 15th of the following month. This allows the Commission Department time to validate the pay run prior to crediting pay to your GMC account.
- c) Weekly Direct Revenue Shares are calculated after the close of each week. The Direct Revenue Shares week starts on Monday at 12:01 AM Central Standard Time and closes on Sunday at 12:00 PM Central Standard Time.
- d) If the scheduled Commission Run occurs on any holiday, then the Commission Run will be conducted on the following business day.
- e) Funds are added to the GMC accounts 24-48 hours after calculation of the pay run.
- f) gibLink Inc. has the right to recover any overpayment of commissions.

2. Outstanding Accounts by Members

The Company has the right to set off any monies owed by the Member against commissions and bonuses. If more than one person is listed on the agreement, all persons will be held jointly and severally liable for the outstanding amount. Interest of 1.5% per month will be charged on all overdue accounts.

Section 5 Purchasing and Ordering Policies

1. Member Refund Policy

The Company is dedicated to Member satisfaction on all of its products, and backs them with a five (5) day 100% Money Back Guarantee. You accept that you have five (5) days from your purchase date to review services and to request a full refund if you are not absolutely satisfied. After expiration of the five (5) day review period, you accept and agree to abide by gibLink Inc's. "No refund policy."

2. Declined Credit Cards

Rejected payments commit a breach of the agreement. It is the responsibility of the Member to keep payments current and up to date. Declined credit cards and or insufficient funds or any returned payments will result in cancellation of the agreement with gibLink Inc. and result in loss of earnings. No commissions or bonuses will be paid to the delinquent Member during this period of the breach of agreement.

3. Forms of Payment

The Company will accept the following forms of payment:

Visa, MasterCard, AMX, Discover and GMC.

4. Membership and Subscription Renewals

Failure to renew one's membership, means that a Member loses his/her rights as a Member, and forfeits his/her rights to future commissions/bonuses and his/her rights to Member structures within his/her organization. Pending commissions will be paid through normal methods (GMC) after thirty (30) days of the cancellation.

5. Membership and Subscription Cancellation

A Member may cancel their Membership and Subscription by two methods:

- a) through the back office or
- b) by submitting cancellation through help desk

The cancellation must be submitted five (5) days prior the subscription renewal.

Section 6

Members General Business Ethics

1. Each Member agrees that he will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about other companies (including competitors); their products; or their commercial activities.
2. A Member agrees that he/she has no authority to take any steps in any country or other political jurisdiction to introduce or further the Company's business.
 - a) This includes, but is not limited to, any attempt to register or reserve Company names, trademarks, or trade names; to secure approval for products or business practices; or to establish business or governmental contacts of any kind in the Company's behalf.

- b) A Member agrees to indemnify the Company for all costs and attorney's fees incurred by the Company for any remedial action needed to exonerate the Company in the event the Member improperly acts on behalf of the Company.
- c) The Member agrees to immediately assign any registration of Company names, trademarks, or trade names registered or reserved in violation of this Section to the Company. The provisions of this Section survive the termination of the Agreement.

Section 7

Marketing Policies and Advertising

1. Regulatory Approval

No government body, agency, or authority approves or endorses any marketing program.

No Member may ever imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any regulatory authority. Such statement or implication constitutes grounds for terminating the offending Membership.

2. Claims or Representations by Members

- a) Member must represent the gibLink Inc. and opportunity ethically and fairly.
- b) Members shall not make any claim regarding the Company's products and services or the Revenue Sharing Plan, nor guarantee any specific income nor assure any level of sales, profit, which have not been made in official gibLink Inc. literature.
- c) Members are expressly forbidden from implying that additional products or services will be added to the Company program or that enhancements to the Revenue Sharing Plan are forthcoming.
- d) No misleading or unrealistic earning claims may be made. No income guarantees of any kind may be made.
- e) Exhibiting actual or facsimile (fax) or Website Commission checks or statements are prohibited.
- f) No hypothetical examples of what is mathematically possible, nor income representation, projections or potentials may be used in any Business Presentation without the appropriate **Income Disclaimer**.
- g) Members shall avoid any suggestion that it is easy to attain high-income levels, and shall always explain that each individual's success depends solely upon the level of effort expended and their personal commitments to the Company program.
- h) Member shall make it clear that the Revenue Sharing Plan is based upon retail sales of the Company's services and products, and that no compensation is available from the Revenue Sharing Plan or otherwise merely from the sponsorship of other Members.
- i) Retail selling is a requirement in this marketing program, and must be emphasized in all sponsoring presentations.

3. Logos, Trademarks, and other Intellectual Property of the Company

- a. In order to maintain the integrity and accuracy of the Company's image, rigorous requirements, and guidelines governing advertising and promotion by Members must be imposed. Misuse of the Company name, logo, trademarks, its products, or other intellectual property, diminishes the goodwill of the Company and affects all Members and may result in the termination of the offending Membership.
- b. Sponsors must ensure that each Member has adequate training and will not consciously violate these policies.

4. Trademarks

- a) Member may not use any of the Company's trade names, trademarks, service marks, product names, logos or other intangible commercial assets, registered or otherwise, in any form of advertising or

promotion without the express written consent of the Company. Each Member agrees that any such use in violation of these provisions constitutes a breach of the Agreement and causes irreparable harm to the Company.

- b) The Company reserves the right to prohibit any advertising or promotion and to pursue all appropriate remedies under applicable laws and its Agreement with Members which may result in immediate termination of one's Membership and legal action.

5. Copyrights

The Company reserves the ownership rights to contents of all Company published materials and all Company-sponsored training sessions. Any use or reproduction by any means requires prior written approval from the Company.

6. Use of Authorized Promotional Materials

- a) Only those materials, which have been made available directly by the Company, are allowed for promotional purposes. The Company will produce and offer for sale, at a reasonable price, the materials necessary to build a Member's business.
- b) No reproduction, personalization, or alteration of any of these Company materials is allowed in any form. Any violation of this rule will lead to the termination of the offending Membership.

7. Signage

Company logos, names or those of its products/services may not be used or displayed on any apartment building, house, office, workplace, storefront, or other physical premises.

8. Advertising

Members shall not advertise the Company products in any way other than by the use of advertising or promotional materials made available to the Member by the Company with the exception of "blind advertisements" where no reference is made to the Company name or product names. Members are prohibited from using the Company trade names or logos in advertising in a manner that would suggest or imply that they are employed by or are agents of the Company. All advertisements must provide the name of a qualified Member only.

9. Radio & Television Advertising

When participating in radio or television advertising, in addition to adhering to the advertising guidelines, it must follow a pre-approved advertisement script. There cannot be a question and answer session or any similar format where non-approved information can be relayed. Likewise, if a member receives any inquiries from the media pertaining to gibLink Inc's. Revenue Sharing Plan or services, that member must refer the media representative to the gibLink Inc. corporate office.

For a radio or television ad, the following statement would need to be stated on the advertisement: "This advertisement has been paid and produced by (name), gibLink Inc's. "Independent Member." Members are expected to follow the marketing guidelines as to what can and cannot be said about gibLink Inc's. services and/or business opportunity.

10. Newspaper

The only ads allowed in newspaper advertisements, must be "blind." Only generic business opportunity advertisements may be placed. For example, a print ad could end with the statement, "For details, call Jim Rich at (719) 555-1234," but it could not say, "For details, call Jim Rich, "Independent Member" of the gibLink Inc. at (719) 555-1234." The latter statement is prohibited because it uses the Company's name (which makes the ad no longer "blind").

11. Internet

gibLink Inc's. Members may use the Internet to promote the gibLink Inc. opportunity and products by creating a web page, home page, or website which may result in interstate data transmissions but subject to gibLink Inc. guidelines. Members must comply with all valid laws regarding online conduct and content regarding the transmission of technological data being exported which must be up to standard to the laws which govern in that community, state, province, or country. Advertising on the Internet using the Company's trade names or logos is strictly prohibited. Members must abide by regulations set out by the United States Federal Trade Commission (FTC) Act regarding Spam and business practices. Violation of these policies may result in disciplinary measures. (See "Terms of Service" (TOS) for details.)

12. Telephone Listing

Telephone book advertising is prohibited. Members may not be listed in telephone directory white or yellow pages. No Member may contract for a display-type ad in any telephone directory. Members may not list their telephone number with the telephone company as "the Company" or in any way cause the local directory assistance operators to refer callers searching for the Company Corporate Office or any satellite office thereof to their number. In the event a Member receives a call meant for gibLink Inc., the Member should refer the caller to gibLink's Inc's. Corporate Office.

13. Receiving Telephone Calls

All Members are independent contractors and prohibited from answering the telephone and/or using any answering message device that would in any way mislead or give a caller the impression that he/she has reached the Corporate Office of "the Company."

14. Unsolicited Fax and Phone Blasts

Soliciting anyone for product sales, business opportunities, or other marketing ventures by e-mail, fax, website or phone blasts without their prior consent or request is prohibited. Violation of this policy will result in disciplinary measures.

15. Spamming

Spam is defined as an unsolicited email or electronic message; often of a commercial nature that is sent indiscriminately to multiple mailing lists, individuals, or newsgroups. Spamming to Internet users is prohibited. Members must abide by regulations set out by the United States Federal Trade Commission (FTC) Act regarding Spam and business practices. Violation of these policies may result in disciplinary measures. (See "Terms of Service" (TOS) for details.)

16. Business Cards and Stationery

Member may order business cards and stationery from any printer. Only an authorized format, of the Company logo, may be used along with individual name, followed by "Independent Member", address, and telephone/fax and e-mail numbers on his/her business card and stationery.

17. Direct Response

The Company does not allow direct response sales fulfillment of its products and services through print, radio, television, direct mail, mail order forms, brochures, catalogs, annual directories, or any other type of unsolicited promotion or advertising. All sales must be completed on a person-to-person basis. Direct response is allowed for Member recruitment only.

18. eBay

gibLink Inc. Members may not sell gibLink Inc. products and services on eBay or any other internet auction site. This form of selling precludes the personal contact that should be present in a networking environment. gibLink Inc. members may not supply third party individuals with gibLink Inc. products or material (electronic or physical) who are knowingly intending to place the product and services on eBay.

19. Telemarketing

Members using telemarketing to market their products and services must comply with and register as a telemarketer according to current state, provincial, federal or governmental regulations in their jurisdiction for telephone marketing and solicitation. See "Terms of Service" (TOS)

20. Media Inquiries

Members may not solicit coverage or publicity from the media regarding their gibLink Inc. business, nor may they appear on radio or television talk shows to promote their activities. If a Member is contacted by the media (radio, television or the press), the contact should be referred to the gibLink Inc. Corporate Office in order to ensure accuracy and a consistent Company image.

21. Business Names

Members may not use the words, gibLink within a business name. An example of an unauthorized use of the trademarked name is "gibLink of San Francisco."

22. Conduct at Business Presentations and Training Sessions

All Business Presentations and Training Sessions shall be conducted in strict compliance with Company produced guidelines, scripts, slides and printed materials. They have been developed and refined to ensure that prospects have accurate information upon which to base their decision, and to assist new Members in learning proven techniques for achieving success. Any variation or departure will result in the termination of the offending Membership.

23. Product/Services Claims

Members shall not make any claim for any of the Company product/services which are not expressed in official promotional literature or website. Members are responsible for notifying their Members in their organization of new gibLink Inc. Policies and Procedures, forms, and literature, or website advertising changes, and replacement of old Policies and Procedures, forms, and literature, or website advertising changes.

24. Inducements to Prospects

All Members are equal in the eyes of the Company's Corporate Management. No retail sales organization or group may imply that it has a "special relationship" or that it can offer a prospect preferred treatment by virtue of their "special rapport" with the Company Corporate Office.

At open or public meetings, gibLink Inc. podium and/or wall banners are permissible. Signage stating the name of the Company services/products is also permitted. However, it is strictly against Company policy to display banners, signs or other paraphernalia, which identifies or promotes the name of a specific network or organization at any public meeting. Such banners, signs, and paraphernalia may be utilized only at closed presentations sponsored by and paid for by a single network or organization.

25. Alien Materials or Products

During the term of the Member Agreement, Members shall not sell or promote directly or indirectly the products, services, or opportunities of any other company which is a direct competitor of any products and services provided by gibLink Inc. while conducting their business. Additionally, only the Company products/services and/or authorized promotional materials may be sold or displayed at any gibLink Inc. meeting. Violation of this provision is justifiable cause for termination of the offending Membership.

Section 8

Use of Internet

Members must only use Company produced Member web sites, Corporate sites, and web tools (i.e., Customer Relations Management (CRM) etc.) when they promote the Company's products and services over the Internet. Additionally, Members are permitted to create generic business opportunity sites and/or generic splash pages with links to Company sites. These generic pages may not contain the Company's trademarks or other copyrighted material and may not contain information on the Company, its products or its business, or pictures of products or corporate facilities/personnel. Members may not use the Internet to promote the Company, including its products and services, in any other manner except as set forth in this policy. In case of a violation, the Company may require the offending Member to immediately remove the web site that is in violation of gibLink Inc's. policies, in addition to taking other disciplinary actions against the responsible Member in accordance with Section 7 of these Policies and Procedures. Member web sites are also subject to the following restrictions.

- a) Members who have previously created websites and currently enjoy their own independent Internet sites to promote the Company's products/services and business opportunity must first be reviewed and approved as Sales Aids in accordance with Section 9 of these Policies and Procedures and carry a Company designated review seal. Changes made to the site after obtaining the initial review seal requires written authorization from a Legal Department.
- b) Members may not include any intellectual property or proprietary information in the unique domain names/URL or meta-tags of their Company produced or generic business opportunity web sites. Additionally, intellectual property and proprietary information cannot be used as "wallpaper" on any Company hosted or generic business opportunity site.
- c) Members may not register their web sites with search engines or web directories using any intellectual property any proprietary information.
- d) Members are required to promote their Company hosted and/or generic business opportunity Internet sites through one-on-one personal or mutual contact. Additionally, Members are prohibited from forwarding information regarding their sites to individuals who have not specifically requested information regarding the Company's business opportunity and/or products (i.e., spam).

Section 9

Sales Aids

- a) A Member may only use, distribute, or sell Sales Aids either:
 - I. produced and distributed by the Company and bearing their copyright designation, or
 - II. produced and distributed by an "Independent Member", only after review by the Company and bearing the specific designation "content reviewed" followed by a designated review identification number. The above-stated designation may be obtained through the process outlined below and in accordance with additional terms found in the Sales Aid Review Process but may only be used after a certificate has been received from the Company by the submitting Member. That certificate must specifically indicate that the material may be made available for distribution.
- b) The Company may impose a reasonable fee for reviewing a Sales Aid. Members should allow a minimum of four weeks for the Company to complete its review of submitted materials.
- c) The Company reserves the right to require any change to a Sales Aid it deems necessary to ensure appropriate content before allowing the Sales Aid to bear its review designation as stated above.
- d) The Company reserves the right to deny approval for any proposed Sales Aid and, if changes in regulatory requirements or other circumstances so dictate, to require, at the Company's sole discretion, the removal from the marketplace or previously reviewed Sales Aids without financial obligation to the affected Member.
- e) Any Member who produces or has previously produced or distributed materials as set forth in this Section bears ultimate responsibility for the material contained therein. The Company's review process does not guarantee that the Sales Aid complies with all applicable federal or state legal and other regulatory requirements. The review process does not constitute legal advice from the Company to any Member. In addition to the Company's review, all Members who intend to produce and distribute Sales Aids in accordance with this Section are strongly advised to seek the advice of independent legal counsel with regard to the legality and regulatory compliance of Sales Aids.

- f) Members are free to establish their own prices for Sales Aids reviewed by the Company under this Section.
- g) Sales Aids shall be identified by the name of the individual or individuals that produced them. Group or organizational identifiers shall not be used in connection with the production of Sales Aids.
- h) All mailing lists of the Company's Members obtained in connection with the production or sale of an independently produced Sales Aid are the confidential and proprietary property of the Company. Independent tape duplicators or other persons obtaining access to Member lists through their production or distribution of that material must contractually agree to the confidentiality and proprietary nature of those mailing lists and that any use of those lists or contacts generated there from except for the sole purpose of furthering the Company's business is expressly forbidden. A Member must also agree that the information is the proprietary property of the Company and any materials offered to the Members which make any reference to the Company or its programs may be done so only with the prior written consent of the Company for each separate offer.
- i) The return policy of Independent Members with regard to Sales Aids, which they have produced or sold, must be in full compliance with the pertinent Sales Aid return policy employed by the Company for Company Approved Sales Aids (See Section 5).

Members who use, distribute, or sell Sales Aids in violation of this Section are subject to appropriate remedial action by the Company, up to and including termination of the violating Membership.

Section 10

Miscellaneous Policies

1. Contact between Members and Employees

- a) Company employees are trained to be polite and professional in each and every contact with Members. Should a Member ever receive less than this from the Company personnel, they should document the situation and forward it to the legal department of the Company for immediate review. Members will be notified of any action taken.
- b) Members are expected to extend these same courtesies when dealing with the Corporate Office staff, either by submitting tickets on the telephone or in person. Company employees are not required to endure verbal abuse. Whenever they feel this is occurring they are to turn the call over to a supervisor. If this is not possible they are to politely end the conversation and document the incident. This documentation will also be forwarded to the legal department of the Company for review and any appropriate action. In severe circumstances, this will lead to the termination of the offending membership.

2. Member Violations

- a) The Company reserves the exclusive right to terminate the Membership of any Member who violates any provision of the Member Agreement or any policy or procedure. The Company must be notified in writing of any and all details, including but not limited to, the date(s), location(s), and nature of the violation, and the identity of the Member who has allegedly violated the Policies and Procedures. The Member will receive a warning letter from the Company advising of the alleged violation. The Member shall have ten (10) days from the date of notice to reply to the allegation(s). Upon review of the reply, if any, the Company shall notify the Member in writing of any disciplinary actions imposed (disciplinary actions may consist of probation, suspension or termination). The Member will then have twenty-one (21) days in which to appeal the disciplinary action in writing to the Company.

3. Abusive or Obscene Content

- a) Any content posted by a member that is abusive, obscene, vulgar, or contains any explicit or offensive language or images, (Pornography or Pornographic material), or is found to be in violation and determined to be such, of the gibLink Inc. Policies and Procedures, will be removed without notice at gibLink Inc's, discretion.
- b) A note to the abusive member's account will be posted stating that their post was removed and that if they wish to enquire as to why it was removed or if they believe that it was removed in error; they can contact gibLink Inc. at legal@giblink.com and receive an explanation.

4. **Abusive or Obscene Speech and Conduct**

Any speech or conduct by a member that is abusive, obscene, vulgar, or contains any explicit or offensive language against gibLink Members, gibLink Inc. or the general public or potential Members, found to be in violation and determined to be such, of the gibLink Inc. Policies and Procedures, will be subject to disciplinary action.

5. **Disciplinary Action**

- a) **Probation** - A Member may be placed on probation for a period of 30, 60, or 90 days. If any further disciplinary action is deemed necessary by the company during the probationary period, the Membership could be either suspended or terminated.
- b) **Suspension** - As an option to termination, a Member may be placed on suspension, which constitutes a loss of income and benefits normally accorded a Membership in good standing, throughout the term of suspension. The suspension period will be relative to the nature of the violation(s). The right of a suspended Member to receive commissions or bonuses from the Company ceases immediately from the date of suspension through to the end of the suspension period. A suspended Member must cease and desist selling the Company products, sponsoring, using Company promotional materials, representing himself/herself as a Member or acting in any way, which may put at risk or harm the business of the Company or its Members.
- c) **Termination** - To protect its business and that of its Members, the Company reserves the right to immediately terminate its agreement with any Member at any time if the Member breaches any of the Terms of Services or Conditions of the Member Agreement, the Policies and Procedures, the Revenue Sharing Plan or the Code of Conduct. Such "Notice of Termination" shall be in writing. The Company reserves the right to void the termination at any time, and set any terms or conditions for the reinstatement it deems suitable.

A terminated Member to receive commissions or bonuses from the Company ceases immediately from the date of the termination to include pending and future commissions. Furthermore, a terminated Member must immediately cease/desist/stop sponsoring, using the Company promotional materials, representing himself or herself as a Member or acting in any way which may put at risk or harm the business of the Company or its Members.

6. **Indemnity**

Each Member and effective party shall hold the Company harmless from any claims, damages, or liabilities arising from the Member's misrepresentation, negligence, or failure to follow these Policies and Procedures.

7. **Change of Address Notification**

To ensure no delay in communications, payments of commissions, bonuses and other critical information, it is crucial that our files are up to date. Current Street addresses, post boxes, Postal or zip code changes must be provided two weeks prior to any changes. Members making changes may advise gibLink Inc. through the back office, email, courier, or postal service.

8. **Updates of Policies and Procedures**

gibLink Inc. has the right to update or change any section of the Policies and Procedures without notification to the Members. It is the Members' responsibility to periodically review the latest Policies and Procedures found on the gibLink website. Any questions regarding gibLink Policies and Procedures should be submitted through the Help Desk to the Legal Department.

9. gibRewards Policies and Procedures

By accessing your gibRewards - powered by OneBigPlanet® Corp. and the web site at gibLink.com, you agree to all of the terms and conditions contained in the Terms of Use set forth below and the accompanying Privacy Policy. If you do not agree to be bound by these Terms of Use and the Privacy Policy, you are not authorized to use or access this web site.

Please read this USER Agreement (the "Agreement") carefully before enrolling as a USER of the OneBigPlanet® Corp. and gibRewards (the "Program") A USER constitutes a registered member to the Program. This Agreement explains the terms and conditions governing membership in the Program (the "Program Terms and Conditions"), and it is your responsibility to read and understand them. Enrollment is defined as providing OneBigPlanet® Corp. with your valid email address and a password in which to access your account, as well as any and all requisite USER contact information requested by OneBigPlanet® Corp. Participation in the Program and its benefits are offered at the discretion of OneBigPlanet® Corp., and OneBigPlanet® Corp. has the right to change the Program Terms and Conditions, in whole or in part, at any time with or without notice.

Further, this USER Agreement ("Agreement") constitutes a binding legal agreement between you and ONEBIGPLANET® CORP. regarding your use of the Program. Please read this Agreement carefully. By registering for or using the Program, you accept this Agreement and any modifications that may be made to the Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Program.

BEFORE YOU SELECT THE "I ACCEPT AND AGREE" CHECK BOX, CAREFULLY READ THE TERMS OF THIS AGREEMENT. BY CHECKING THE "I ACCEPT AND AGREE" BOX AND CLICKING THE JOIN BUTTON, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE "I ACCEPT AND AGREE" CHECK BOX AND CLICK THE JOIN BUTTON.

The terms "you," "your," "USER" and "yours" refer to you, the customer using the Program. The terms "ONEBIGPLANET® ," "we," "us," and "our" refer to OneBigPlanet® Corp.

ELIGIBILITY AND ACCESS TO ADVANTAGES

You must be an individual, 18 years of age or older. A USER must be human: no machines, scripts, or automated services may be used to accumulate any financial benefits derived from the use of OneBigPlanet® Corp. You may maintain only one account. Any duplicate accounts will be subject to cancellation by ONEBIGPLANET®. The Program is only available via access to the gibRewards Web site (<http://www.gibrewards.com>). You must have Internet access and an email address to be eligible to receive the privileges and benefits of membership. ONEBIGPLANET® and gibRewards is not responsible for your inability to: connect to or have access to the Internet; log into the ONEBIGPLANET® and gibRewards Web site; or access your ONEBIGPLANET® and gibRewards account. You must have Internet access and an e-mail address to be eligible to receive the privileges and benefits of membership. Furthermore, the following conditions apply: (a) Access to the site requires you to use a personal identification number ("PIN") that will be provided to you at login. You agree to keep your PIN confidential and not share it with anyone else; (b) The site contains links to third-party services and resources. ONEBIGPLANET® and gibRewards does not control the availability, security, and content of third-party sites. ONEBIGPLANET® and gibRewards is not responsible for, any third-party content that may be linked or accessed through other websites.

Any concerns regarding any such service or resource, or any link to any such service or resources, should be directed to the particular third-party service or source that provides the site; and (c) Offers may have expiration dates or restrictions on days or dates of usage (i.e., black-out periods) that limit validity. Please read rules of use for each Affiliated Merchant's offer carefully.

For more information, please visit the online help area of the web site to see the "Frequently Asked Questions" section; or click on the "Help" icon at the top of the web site for assistance. By agreeing to these terms and conditions, you also agree not to 'spam' unknown individuals by sending them unwanted emails to solicit their membership at ONEBIGPLANET® and gibRewards. Refusal to abide by this or any other rules outlined herein may result in ONEBIGPLANET® and gibRewards revoking or canceling your membership.

ADVANTAGES

USER purchases made through the ONEBIGPLANET® and gibRewards Affiliated Merchants will be deemed a "Qualified Purchase" in which tangible discounts or other benefits (herein, "Advantages") in purchase price will be applied to the

purchase, at the time of purchase by USER. All said Advantages will be subject to award if and only if all of the following criteria are satisfied: (a) "Cookies", both first and third party (if applicable), must be enabled on your Web browser; (b) All potential Qualified Purchases must begin by clicking on the Affiliated Merchant's link that appears on the ONEBIGPLANET®/gibRewards Web site and being successfully connected to the Affiliated Merchant's Web site based upon that click. TO receive all advantages, USERS must start their shopping trip at the gibRewards website; (c) ONEBIGPLANET®/gibRewards will route your request to a merchant site through specific links, to insure your advantage. Any alteration of these links will invalidate your advantage and/or possibly sale, which will not be deemed a Qualified Purchase; and (d) Users must not use coupons not listed on the ONEBIGPLANET®/gibRewards website.

The determination of whether or not a purchase made through a ONEBIGPLANET®/gibRewards Affiliated Merchant is a "Qualified Purchase" is at the sole discretion of ONEBIGPLANET® and gibRewards and/or the Affiliated Merchant.

Advantages awarded to USERS are subject to adjustments for returns, cancellations, and other events. Such adjustments can be applied to USER's qualified purchase at any time by an Affiliated Merchant at its sole discretion. Should you disagree with any of these adjustments made to your "Qualified Purchase", your sole remedy is to resolve the matter directly with the respective Affiliated Merchant. USERS may be taxed on "Qualified Purchases" based on the tax laws of federal, state, and local jurisdictions. In all instances, USERS will be solely responsible for any and all tax liability. From time to time, there may be Affiliated Merchants who do not offer Advantages to respective USERS. This is not contestable or disputable by the USER. It is the USER's responsibility to verify that Advantages have been applied to a Qualified Purchase. If USER does not believe that Advantages were not correctly applied to his/her respective Qualified Purchase, USER's sole remedy is to resolve the matter directly with the respective Affiliated Merchant.

ONEBIGPLANET® and gibRewards is not responsible for changes to, or discontinuance of, any Affiliated Merchant, or any Affiliated Merchant withdrawal from the Program, or for any effect on accrual of Advantages caused by such changes, discontinuance, or withdrawal. ONEBIGPLANET® and gibRewards is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliated Merchant site. It is the USER's responsibility to make sure that all specials are valid. If you choose to use coupons and specials that are not listed on the ONEBIGPLANET® and gibRewards, we cannot guarantee that you will be eligible to receive a ONEBIGPLANET® and gibRewards on your purchases.

ACCOUNT ACCESS AND PASSWORD

Upon registration to the Program, you will be given a pin number (password) that will allow you to access your ONEBIGPLANET®/gibRewards account (via gibRewards Web site) to identify Advantages, receive Advantages, and modify your account information. USER's must be logged into his/her respective account, in order to make changes. ONEBIGPLANET® and gibRewards reserves the right to terminate any account for abusive or fraudulent activity, or if the USER is no longer reachable at the e-mail address provided. ONEBIGPLANET® and gibRewards is entitled to act on instructions received under your personal identification number (herein, "pin number," otherwise referred to as a password). For security purposes, it is recommended that you memorize your pin number, and do not write it down. You are responsible for keeping confidential any pin number for your USER account and ONEBIGPLANET® and gibRewards is not responsible for USERS who share or lose their respective pin numbers. A USER must report to ONEBIGPLANET® immediately, if anyone uses your account without your consent, or you discover any security breach that relates to your USER account, email address and other account information.

DISCLOSURE OF ACCOUNT INFORMATION AND PRIVACY POLICY

You authorize ONEBIGPLANET® and gibRewards to only disclose to third parties information you have provided, or information that ONEBIGPLANET® and gibRewards has obtained about your ONEBIGPLANET® and gibRewards account or shopping behavior: (i) to agents and licensors of ONEBIGPLANET® or its affiliates, such as independent auditors, consultants or attorneys; (ii) to comply with government agency or court orders or requests; (iii) in providing aggregated and non-personalized marketing services for an advertising or merchant partner, or (iv) where it is necessary for redemption of your Advantages. Further, you authorize ONEBIGPLANET® to receive any account information from any Affiliate Merchant including, but not limited to information regarding purchase was made, products ordered, order number, the time and date the purchase occurred, the email address entered for the purchase. You agree to hold the Affiliated Merchant harmless for any information disclosed to ONEBIGPLANET® and gibRewards. You agree to authorize ONEBIGPLANET® and gibRewards to collect and use non-personalized marketing information regarding visits and purchases made from the Affiliated Merchants internet commerce sites.(a) By signing up for usage at ONEBIGPLANET® and gibRewards, you agree to receive communication from ONEBIGPLANET® and gibRewards (e.g., e-mail newsletters, Advantages from merchants, new or updated services and features, etc.), as well as to receive periodic shopping-related emails that highlight coupons and special deals that are available to ONEBIGPLANET® and gibRewards USERS. Furthermore, you hereby agree to receive communications that constitute Merchant Affiliated specials, promotions, advertisements, correspondences, etc. You can opt-out of receiving emails that are not account-related by following the unsubscribe link on any of the emails. Since we

must communicate account information with you in order to operate our service, you may not “unsubscribe” from account information emails. But rest assured that we don’t send account emails unnecessarily. If you don’t wish to ever hear from us, even if just to hear that we have update(s) to your account or sometimes to offer you free advantages, you can terminate or cancel your account by sending an email to customer service. Please know we are only interested in offering you convenient online services that match your interests and needs.

(b) PRIVACY POLICY: ONEBIGPLANET® and gibRewards takes your privacy seriously. We want you to understand how we handle your personal information that we may collect on www.gibRewards.com (“the Site”), and how we may and may not share it. This Privacy Statement covers all of our information handling practices for the Site. By visiting or accessing the Site, or becoming a registered member, you accept the practices described in this Privacy Statement. As part of providing you products or services, we may collect the following types of personal information from you: enrollment information, purchase information, Advantages account information, Refer-A-Friend, and the use of cookies and other related technologies. We use the information we collect in order to develop, offer and deliver our products and services, to process transactions in your account, to fulfill legal and regulatory requirements, to verify and enforce compliance with the policies governing the Site and our services, and to protect against misuse or unauthorized use of the Site and/or services. We collect and use customer information to deliver superior services to our USERS and to administer our business.

DISCLAIMER

ONEBIGPLANET® and gibRewards PROGRAM ARE BEING PROVIDED TO USER “AS IS” WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONEBIGPLANET® and gibRewards DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ONEBIGPLANET® and gibRewards DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY AFFILIATED MERCHANTS OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM. IN ADDITION, ALTHOUGH ONEBIGPLANET® and gibRewards INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE ONEBIGPLANET® and gibRewards WEB SITE, ONEBIGPLANET® and gibRewards DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THIS SITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, ONEBIGPLANET®/gibRewards DOES NOT WARRANT THAT ACCESS TO THIS SITE AND/OR USE OF CURRENT OR FUTURE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ONEBIGPLANET® and gibRewards ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THIS SITE OR YOUR USE OR INABILITY TO USE CURRENT OR FUTURE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, YOUR PURCHASE ITEMS WITH AN AFFILIATED MERCHANT. LIMITATION OF LIABILITY

IN NO EVENT WILL ANY OTHER COMPANY WITH WHICH ONEBIGPLANET® and gibRewards HAS A CORPORATE PARTNERING RELATIONSHIP, INCLUDING WITHOUT LIMITATION, CO-BRANDING, CO-MARKETING, JOINT DEVELOPMENT, A MERCHANT RELATIONSHIP, OR A LICENSING OR SUPPLIER RELATIONSHIP (EACH A “CORPORATE PARTICIPANT”) BE LIABLE TO YOU FOR NON-PERFORMANCE OF ONEBIGPLANET® and gibRewards OBLIGATIONS. YOU AGREE NOT TO SUE ANY CORPORATE PARTICIPANT FOR NON-PERFORMANCE BY ONEBIGPLANET® and gibRewards. IN NO EVENT SHALL ONEBIGPLANET® and gibRewards BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (I) THE PROGRAM; (II) ANY FAILURE, DELAY, OR DECISION BY ONEBIGPLANET® and gibRewards IN ADMINISTERING THE PROGRAM; (III) THE USE OR INABILITY TO USE THIS WEB SITE; (IV) THE USE OR INABILITY TO USE THE SOFTWARE INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF SUCH USE OR INABILITY TO USE THE SOFTWARE, OR (V) THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES OF MERCHANTS OR SUPPLIERS, EVEN IF ONEBIGPLANET® and gibRewards, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. USER AGREES TO INDEMNIFY AND HOLD ONEBIGPLANET® and gibRewards, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY’S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF USER’S USE OF THE PROGRAM, THE VIOLATION OF THESE POLICIES BY USER, OR THE INFRINGEMENT BY USER, OR OTHER USER OF THE PROGRAM USING THE USER’S ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, OR AS A RESULT OF ANY THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL CONTAINED IN ANY USER

COMMUNICATIONS.

TERMINATION OR CHANGES TO THE PROGRAM

ONEBIGPLANET® and gibRewards reserves the right to terminate the Program at any time with notice. This means USERS will receive 30 days notice of Program termination. Notification of Program termination will be sent to the email address you provided to ONEBIGPLANET® and gibRewards during the registration process. ONEBIGPLANET® and gibRewards will not be responsible for failing to notify you of Program termination where such failure is caused by any reason outside the control of ONEBIGPLANET® and gibRewards, including an error in your email program, an inaccurate email address, your failure to check for your email online, or your failure to inform ONEBIGPLANET® and gibRewards of a change in your email address. ONEBIGPLANET® and gibRewards may modify this Agreement from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the USER Agreement page of the ONEBIGPLANET® and gibRewards Web site regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program.

TERMINATION OF USAGE

Usage of and Participation in the Program is subject to the Program Terms and Conditions. Any failure to comply with the Program Terms and Conditions, any fraud or abuse relating to the redemption of Advantages, or any misrepresentation of any information furnished to ONEBIGPLANET® and gibRewards or its affiliates by you, or anyone acting on your behalf, may result in the termination of your usage of and participation in the Program, cancellation of your ONEBIGPLANET®/gibRewards USER account. ONEBIGPLANET® and gibRewards also reserves the right to close accounts that have been inactive for more than 6 months. We call these 'Dead Accounts'. Inactivity is defined as no tracked visits, either through tracking of cookies or manually logged in. For any Dead Account, ONEBIGPLANET® and gibRewards will no longer allow user login under that username and password.

DISPUTES/ERRORS

All questions or disputes regarding the Program, including without limitation, questions or disputes regarding eligibility for the Program, must be submitted in writing to ONEBIGPLANET®/gibRewards at: Customer Service, ONEBIGPLANET® Corp., 244 Madison Avenue, #729, New York, NY 10016; or customerservice@OneBigPlanet.com. All disputes, interpretations of Program Terms and Conditions shall be resolved by ONEBIGPLANET® at its sole discretion. ONEBIGPLANET® will respond to USERS, via email or snail mail if USER requests it, no more than thirty days after receipt of their question(s) or dispute(s). USER must provide a valid email address and/or snail mail address in order to receive a response from ONEBIGPLANET® customer service.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of law rules. As a condition of the use of the ONEBIGPLANET® website and service, you (the USER) agree to submit to the personal and exclusive jurisdiction of the courts located within New York and therefore agree to file any grievance or suit of any kind exclusively in the courts located within New York. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. ONEBIGPLANET®'s failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between ONEBIGPLANET® and the Affiliated Merchants or between ONEBIGPLANET® and any other of its Corporate Partners. Neither the Affiliated Merchants nor any Corporate Partner shall have the ability to create any obligation on ONEBIGPLANET®'s behalf. This Agreement constitutes the entire agreement between you and ONEBIGPLANET® with respect to the Program.

BY ACCESSING YOUR gibRewards - powered by OneBigPlanet® Corp. YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.