

FREEZE.COM LLC  
SOFTWARE AND CONTENT LICENSE AGREEMENT  
PRIVACY POLICY, AND EMAIL POLICY

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This Agreement may be modified by Freeze from time to time, in Freeze's sole discretion. The last date of modification is set forth below.

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8. Installation of Bundled Third Party Software. End User may have the option to install certain third party software at the time End User installs Freeze Materials. All third party software (collectively, "Third Party Software") is subject to third party license agreements. By installing and/or using any optional or required Third Party Software, you agree to: (i) accept the Third Party Software, (ii) comply with the applicable license agreements related thereto, and (iii) be subject to any privacy policy related thereto. Freeze is not responsible for, makes no warranties with respect to, and shall not be liable for any damage in connection with, the Third Party Software.

9. Additional Functionality. The Freeze Materials may include optional enhanced functionality. For example, End User may opt to make <http://my.freeze.com> End User's default home page or to have ScreenMate manage your computer's screensavers or wallpaper. Such enhanced functionality may change End User's default browser settings, screensaver settings, and/or wallpaper settings. The "Help" section, at <http://www.freeze.com/snow/help>, provides instructions for changing your default home page, uninstalling ScreenMate, and other instructions related to Freeze Materials and your personal computer.

10. Desktop Icon. Upon acceptance of this Agreement Freeze will install desktop icons on the user's desktop. Third party products or services may be offered via advertisements or links triggered by the use of these desktop icons.

11. Modifications. End User agrees that Freeze may, in its sole discretion, access End User's computer, and/or cause ScreenMate to contact Freeze servers, in order to provide additional or modified functionality, updates, enhancements and upgrades to the Freeze Materials (collectively "Modifications"). Freeze may uninstall or otherwise remove from End User's computer the Freeze Materials at any time with or without prior notice to End User.

12. Use of Personally Identifiable Information. Freeze may monitor, record, collect, use, and distribute for any lawful purpose information provided or generated by End User's use of the Freeze Materials. Without limiting the foregoing, End User hereby authorizes Freeze to collect, store, use, and distribute End User's personally identifiable information

in accordance with the terms of Freeze's Privacy Policy, which is available at <http://www.freeze.com/snow/info/policy.shtml> ("Privacy Policy"). End User's obligations under this Agreement are in no way conditioned upon Freeze's compliance with the terms of the Privacy Policy.

13. End User's Obligations. End User represents and warrants that (a) End User is the owner or an authorized user of the computer on which ScreenMate or the Freeze Materials are installed, (b) End User has the right to use the information provided to Freeze for the purposes described in this Agreement, the Privacy Policy, or in furtherance of the services available via freeze.com, (c) End User shall use ScreenMate, the Freeze Materials, and the Site only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same, and (d) End User is at least thirteen years of age. Persons under thirteen years of age may not use ScreenMate or the Freeze Materials. End User agrees not to use any automated or manual process to interfere with, modify, or attempt to interfere with or modify the ScreenMate or the Freeze Materials, except to uninstall the same as provided herein. End User acknowledges sole responsibility for installing appropriate anti-virus software and other security measures on End User's computer.

14. Indemnification. End User shall indemnify and hold harmless Freeze, its licensors, any entities controlling, controlled by or under common control with Freeze, and each of their respective officers, directors, attorneys and employees (each, an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an Indemnified Party may become subject that arise out of, or relate to: (i) End User's use or inability to use ScreenMate or the Freeze Materials; (ii) any violation by End User of this Agreement and/or the license agreement or privacy policy governing any Third Party Software; (iii) End User's infringement or misappropriation or alleged infringement or misappropriation of any copyright, trademark, patent, trade secret or other personal or proprietary right; or (iv) any gross negligence or willful misconduct of End User. End User shall reimburse an Indemnified Party for all legal and other expenses, including without limitation attorneys' fees incurred by such Indemnified Party in connection with investigating, defending or settling any Loss.

15. General Provisions.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Freeze's designated agent. See Notice and Procedures for Making Claims of Copyright Infringement.

Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

The failure by Freeze at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by Freeze will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and the state of Minnesota without respect to its choice of law provisions. Any action between the parties will be venued in a state or federal court situated within the state of Minnesota, and Licensee irrevocably submits itself to the personal jurisdiction of such courts for such purpose.

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third party beneficiaries are intended or shall be construed as created by virtue of this Agreement.

This Agreement shall not be construed as creating or constituting any partnership, joint venture or agency relationship between the parties.

Any terms of this Agreement that would, by their nature, survive the expiration or termination of this Agreement will so survive.

This Agreement sets forth the entire agreement and understanding between Freeze and End User regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. End User acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except as described herein, or by a separate writing, referencing this Agreement and signed by both End User and an authorized representative of Freeze.

Last Modified: December 6th, 2005.

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#### \* FREEZE.COM PRIVACY POLICY

Freeze.com, LLC ("Freeze") is committed to safeguarding your privacy online and respects the privacy of its customers and the users of this website and the services provided by Freeze. This Privacy Policy ("Privacy Policy") discloses how we collect and

use information, and the choices that you can make about the way your information is collected and used.

In addition to the many services that Freeze provides throughout the Freeze network of affiliated companies, Freeze delivers advertisements, promotions and offers by e-mail and through its screensavers to its members and subscribers who have opted-in to receive such messages, either directly through Freeze, or through one of our partners or affiliates (the "Service"). Freeze is committed to providing you with relevant and timely offers catered to your specific interests that you want to receive, in addition to allowing us to continue to provide you with the latest in screensaver, wallpaper and desktop enhancement technology.

Freeze is dedicated to following only responsible and ethical e-mail practices. Freeze takes an aggressive stance against unsolicited commercial e-mail and is continually updating its policies and procedures to comply with the Can-Spam Act of 2003. In that regard, we know that just because you opted-in to receive Freeze messages or downloaded a screensaver, you may want to discontinue future e-mail offers and promotions from Freeze. You can remove yourself from any or all of our lists and offers at any time by following the simple instructions at [support.freeze.com](http://support.freeze.com). Additionally, every e-mail that Freeze sends to its members and subscribers contains a working unsubscribe link prominently displayed at the bottom of each e-mail. By clicking on such link, you will be automatically removed from future Freeze offers and promotions. Lastly, if a Freeze advertiser provides Freeze a link to the advertiser's internal e-mail suppression list, Freeze will provide this link to you with our offer delivery so that you may choose to remove yourself from a specific offer. For more information on our commitment against unsolicited commercial e-mail, please see our E Mail Best Practices Policy at <http://www.freeze.com/snow/info/bestpractices.shtml>.

Freeze is committed to making your use of [www.freeze.com](http://www.freeze.com) and [www.screensaver.com](http://www.screensaver.com) (collectively the "Site") as easy and enjoyable as possible. Please take a moment to read the following Privacy Policy to determine how your personal information will be treated as you make full use of our many offerings. By using the Site and/or the Service, or providing the information requested by the Site and/or Service, or by continuing to use the Site and/or Service after having an opportunity to review this Privacy Policy, you agree to accept the terms of our Privacy Policy and Freeze's use of the information it collects. If you do not agree to the terms of this Privacy Policy, please do not use the Site or participate in the Service.

Freeze reserves the right to modify this Privacy Policy at any time without giving you prior notice. Your use of the Site or the Service following any such modification constitutes your agreement to be bound by this Privacy Policy as modified. The last date this Privacy Policy was revised or modified is set forth below ("Effective Date").

I. What personally identifiable information does Freeze collect from me?

Freeze collects information in several ways from affiliates and different parts of our network of web sites. Some personal information is gathered when you register. During registration, Freeze will require your e-mail address in order to use the Service. Freeze will also require your name, date of birth, zip code, country and gender in order to provide the Service, although this information may not necessarily be collected by Freeze upon completion of the registration process. Additionally, Freeze may request, but does not require, your credit card number and/or social security number, as well as personal interests in order to provide the Service. The more information you volunteer (and the more accurate it is), the better we are able to customize your experience and the Service that you receive. As always, you can simply view the Site without registering for a membership or subscribing to portions of the Service without being required to provide any personal information, except that which is necessary to accommodate your request.

In addition to registration we may ask you for personal information at other times, including, but not limited to, when you request access to our entertainment or computer utilities offerings, etc., or agree to download our content for your use. If you contact Freeze, we may keep a record of that correspondence. Freeze also occasionally asks users to complete surveys that we use for research purposes. Wherever Freeze collects personal information, we make an effort to include a link to this Privacy Policy on that specified page.

## II. What are cookies and how does Freeze use them?

As part of offering and providing customizable and personalized services, Freeze uses cookies to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Any Site which asks you to log-in or that are customizable require that you accept cookies. (See "What are my choices regarding collection, use and distribution of my information?" for more information on cookies.)

Generally, Freeze uses cookies to:

(1) Remind us of who you are and to access your account information (stored on our computers) in order to deliver to you a better and more personalized service. This cookie is set when you register or "Login" and is modified when you "Customize" or "Logout" of our services. Freeze also uses cookies to store your zip code and other information you have submitted for other services, such as displaying your local weather.

(2) Estimate our audience size. Each browser accessing Freeze is given a unique cookie which is then used to determine the extent of repeat usage, usage by a registered user versus by an unregistered user, and to help target advertisements based on user interests and behavior.

(3) Assist affiliates and merchants associated with Freeze to track visits to and business at their sites and stores, and to process the items in your shopping basket. This information

collected by cookies is sometimes called "clickstream" or "click trail" and may also describe which pages you have seen in each merchant's store.

(4) Measure certain traffic patterns, for example areas of Freeze's network of Sites you have visited, and your visiting patterns in the aggregate. We use this research to understand how our users' habits are similar or different from one another so that we can make each new experience on a Freeze Site a better one. We may use this information to better personalize the content, banners, and promotions that you and other users will see on our sites.

Advertisers that serve ads onto Freeze may also use their own cookies.

Freeze also collects IP addresses for system administration and to report aggregate information to our advertisers. In addition, Freeze Mail includes IP addresses in outgoing mail message headers.

### III. How does Freeze use my information?

Freeze's primary goal in collecting personal information is to provide you, the user, with a customized experience on our network of Sites and through our partners. This includes personalization services, interactive communications, online shopping and many other types of services, most of which are completely free to you. In order to provide services free of charge, we display advertisements and encourage your participation in opt-in mailings. By knowing a little about you, Freeze is able to deliver more relevant advertisements and content, and hence better service, to you.

In our role of delivering targeted advertisements, Freeze plays the middleman. Advertisers give us an advertisement and tell us the type of audience they want to reach (for example, males over 35 years old). Freeze takes the advertisement and displays it to users meeting that criteria. In this process, the advertiser never has access to individual user information. Only Freeze has access to individuals' user information. This kind of advertisement targeting is done with banner ads as well as promotional email through Freeze and its affiliates. You will only receive special offers via email from Freeze if you have indicated in your account preferences, or at some other time, that you would like to receive them.

Freeze does research on our users' demographics, interests, and behavior based on the information provided to us upon registration, during a promotion, from our server log files or from surveys. We do this to better understand and serve our users. This research is compiled and analyzed on an aggregated basis. Freeze may share this aggregated data with advertisers or business partners.

As Freeze develops, we may buy other businesses or their assets or sell our business assets. Customer information is generally one of the business assets involved in such transactions. Thus, in the event that Freeze or all of its assets are acquired, customer



information, including any visitor information collected through the Site or the Service, would be one of the transferred assets.

Freeze reserves the right to disclose collected information in special cases when we have reason to believe that disclosing this information is necessary to identify, contract or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Freeze's rights or property, other visitors, subscribers, members or anyone else that could be harmed by such activities. Freeze also reserves the right to disclose visitor, member or subscriber information when we believe in good faith that the law requires it.

#### IV. Who is collecting information?

When you are on a Site and are asked for personal information, you are sharing that information with Freeze alone, unless it is specifically stated otherwise in this Privacy Policy or in an offer form or registration form that you may be asked to complete as part of utilizing the Service. For example, some Services, like Freeze Wireless, are offered in conjunction with a partner company. In order to provide this co-branded service to you, it is necessary for us to share your personal information with our partner company. If data is being collected and/or maintained by any company other than Freeze, you will be notified prior to the time of the data collection or transfer either in this Privacy Policy or in an offer form or registration form that you will be asked to complete as part of utilizing the Service. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular service.

Promotions that run on Freeze may be sponsored by companies other than Freeze or may be co-sponsored by Freeze and another company. Some or all data collected during a promotion may be shared with the sponsor of that promotion. You can decide not to participate in the promotion if you don't want your data to be shared. Currently, most Freeze promotions are limited to U.S. or North American residents.

Please be aware that Freeze partners, sponsors advertisers, and web sites that have links on our site may collect personally identifiable information about you. The information practices of those Internet access partners, advertisers, and web sites linked from Freeze are not covered by this Privacy Policy. Freeze has no liability or responsibility for these independent policies.

#### V. With whom does Freeze share my information?

Except as otherwise set forth in the Privacy Policy, Freeze will not disclose any of your personally identifiable information except when you have decided to opt-in to receive information, we have your permission or under special circumstances, such as when we believe in good faith that the law requires it or under the circumstances described below. The following describes some of the ways that your information may be disclosed.

a. **Business Partners & Sponsors:** Freeze may disclose your personal information to trusted business partners or sponsors. Some or all data collected during a Freeze promotion may be shared with a sponsor or business partner. If personally identifying information about you such as your name, mailing address, phone number or any financial information such as a credit card number about you will be shared (assuming we have it), we will tell you before we collect or transfer that data during the registration, offer and/or installation portion of providing the Service. This may occur, for example, by engaging in the Service, or if you download Freeze screensavers or other content, Freeze Software, or third party software. By downloading software from a Freeze business partner or sponsor, you specifically consent to the transfer of the personally identifiable information to and/or by such entity.

Our trusted business partners and sponsors will change from time to time, and therefore it is not possible to provide an exhaustive list of our sponsors and business partners. However, some of the trusted business partners or sponsors that Freeze may disclose your personal information to, and you specifically consent to the transfer of such information, include, without limitation:

1. Relevant Knowledge, an Internet customer of Knowledge Company and a service of Comscore Networks, Inc. For more information regarding Relevant Knowledge, please visit its web site at <http://www.relevantknowledge.com>. The Relevant Knowledge User License Agreement is available at <http://www.relevantknowledge.com/Agreement.html>.
2. Chek and PostMasterDirect. These companies may use information (not including name, address, email address or telephone number) about your visits to this and other web sites in order to provide advertisements on this site and other sites about goods and services of interest to you. If you would like to know your choices about not having this information used by Check or PostmasterDirect and to read the privacy policy associated with Chek and PostMasterDirect, click here [Chek.com](http://www.Chek.com) - Freeze's Email Provider Netcreations (Post Master Direct) - Freeze's 3rd Party Email Partner

Many promotions offer opportunities to request additional information from sponsors. By requesting more information, you give Freeze permission to transfer your personal information to the sponsor so they can fulfill your request. In many instances, only your email address will be shared, in other cases, additional personally identifiable information or demographic information may be shared.

b. **Freeze Shopping:** If you make a purchase from a store hosted by Freeze, or a merchant associated with Freeze, the information obtained during your visit to those stores, and the information you give such as your credit card number and contact information, is provided to the merchants. This is to enable transactions to take place.

Merchants associated with Freeze have separate privacy and data collection practices. Freeze has no responsibility or liability for these independent policies. For more

information regarding the merchant, their store, and their privacy policies, return to that store's home page and click on their information or privacy policy links, if any.

c. **Third Party Data:** From time to time, you may be offered the opportunity to receive materials or special offers from third parties. If you opt-in to receive information from these third parties, Freeze may (with your permission) share your name, email address and other information you provide with them.

From time to time, Freeze may validate the information in its database by employing a validation service. In those instances, Freeze will disclose your personally identifiable information to third party validation services pursuant to confidentiality agreements.

Under confidentiality agreements, Freeze may match user information with third party data. Also, Freeze discloses aggregated user statistics (for example, 45% of our users are female) in order to describe our services to current and prospective partners, advertisers, and other third parties, and for other lawful purposes.

d. **Other:** Freeze may also disclose account information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating Freeze's policies or may be causing injury to or interference with (either intentionally or unintentionally) Freeze's rights or property, other Freeze users, or anyone else that could be harmed by such activities. Freeze may disclose or access account information when we believe in good faith that the law requires it and for administrative and other purposes that we deem necessary to maintain, service, and improve our products and services. Lastly, Freeze may disclose a users e-mail address as part of a suppression file or do-not-e-mail list to its partners and affiliates to make sure that a users unsubscribe requests are forwarded to the appropriate parties to insure removal of the user from partner and affiliate databases in compliance with law, including without limitation, the Can-Spam Act of 2003.

e. **Access.** At any time you may send us an email to [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com) or by postal mail addressed to: Freeze.com, LLC Attention: Customer Care - Privacy Policy Issues, PO Box 1142, St. Cloud, MN 56302 to request a listing of all the types of your personal information disclosed by Freeze to third parties, business partners and sponsors. If requested, Freeze will provide an e-mail response within thirty (30) days informing you of the recipients of your personally identifiable information and the information disclosed to third parties, business partners or sponsors.

## VI. What are my choices regarding collections, use and distribution of my information?

Freeze may, from time to time, send you email regarding third party promotions, and our, as well as other, products and services. In addition, if you indicated upon registration that you are interested in receiving offers or information from Freeze and our partners, we may occasionally send you direct mail about products and services that we feel may be of interest to you. Only Freeze (or agents and affiliates working on behalf of Freeze and

under confidentiality agreements) will send you these direct mailings and only if you indicated that you do not object to these offers. If you do not wish to receive such mailings at any time you can easily send us an email at [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com) along with the information you submitted during your initial registration and that you no longer wish to receive such offers and mailings. You will need your initial registration information including postal address and email address.

On some types of Freeze promotions, we will ask for your email address in order to update you on products and services. When you participate in these types of promotions, you automatically receive promotion-related email, unless you choose the no-email option that some promotions offer. Occasionally these promotion-related email messages may include targeted advertisements.

You also have choices with respect to cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies you will be unable to use those Freeze services that require registration in order to participate. These services include, without limitation, Freeze's free or contributing memberships, ScreenSaver.com's club, and creating a portfolio or cart in any Freeze Site or affiliated family member.

VII. What is Freeze's policy on allowing me to update, correct, or delete my personally identifiable information?

You may deactivate or delete your Freeze paid subscription at any time, but doing so will result in not being able to access any members-only area of the Freeze network. To deactivate or delete your Freeze paid subscription at any time contact [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com) along with your ID and password . If you have forgotten your ID and Password, please contact [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com) with as much information as you can remember. If you are a paying member and can't remember your password use our retrieve a password link at <http://regman.freeze.com/unified/getpasswd.asp>. If you are a paying contributing member and can't remember your ID please contact [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com)

If you are participating in a Freeze promotion and you wish to update your email address on the promotions mailing list or to quit a promotion and cease receiving promotion-related email, please contact [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com)

VIII. What security precautions are in place to protect the loss, misuse, or alteration of my information?

Account information for Freeze members are password-protected so that you and only you have access to this personal information. You may edit your Freeze account information and Freeze user profile by using your Freeze ID and password.

We recommend that you do not divulge your password to anyone. Freeze will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of your Freeze account and close your browser window when you have finished your work. This is to ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place like a library or Internet café.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, Freeze cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

#### IX. Children's Online Privacy Protection Act

The Site is not intended for use by children. Freeze encourages parents and guardians to be familiar with the web sites that their children visit. The Federal Trade Commission ("FTC") regulates the means by which web site operators collect and use personal information from children under 13, pursuant to the Children's Online Privacy Protection Act of 1998 (the "Act"). For more information about the Act and children's on-line privacy in general, visit the FTC's web site at <http://www.ftc.gov>.

#### X. What else should I know about my privacy?

Please keep in mind that whenever you voluntarily disclose personal information online (for example on message boards, through email, or in chat areas) that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for maintaining the secrecy of your passwords and/or any account information. Please be careful and responsible whenever you're online.

#### XI. Miscellaneous Provisions.

a. Disclaimer of Liability. Under no circumstances shall Freeze be liable for any damages, including, but not limited to, indirect, special, incidental, consequential or exemplary damages, that result from the use of the information or materials posted to or collected as a result of the user's accessing the Site or use of the Service, even if Freeze has been advised of the possibility of such damages.

b. Enforcement/Redress. If for some reason you believe that Freeze has not adhered to this Privacy Policy, please notify us at the addresses below. Freeze will endeavor to respond to your concerns and, when appropriate, take steps to correct a problem.

c. Security of the Data Collected. The Site is not a secure web site. Freeze cannot and does not ensure or warrant the security of any information collected by use, transmitted over the Internet, or maintained in your user profile. You agree that any data transmission you make or receive through the Site or the Service is at your own risk.

## XII. Additional Information.

If you have a question that was not addressed in this Privacy Policy, you may contact us by:

1. sending an e-mail request to [customersupport@teamfreeze.com](mailto:customersupport@teamfreeze.com); or
2. sending a letter via U.S. Mail to:  
Freeze.com, LLC  
Attention: Customer Care - Privacy Policy Issues  
PO Box 1142  
St. Cloud, MN 56302

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DATE OF LAST MODIFICATION  
DECEMBER 13, 2004

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