

PokerEduManager End User License Agreement

Copyright © 2011 PokerEduManager – All Rights Reserved

Last updated March 15, 2011. V1.0 – First version.

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY BEFORE USING POKEREDUMANAGER PRODUCTS.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE POKEREDUMANAGER SOFTWARE OR SERVICES.

By using any PokerEduManager products, you are consenting to be bound by these terms of use set out in this End User License Agreement (“EULA”).

This EULA is the legally binding agreement between You and PokerEduManager.

We may be referred to herein as “PokerEduManager” (Licensor), which includes us and our owners, employees, subsidiaries, independent contractors, agents, attorneys and assigns.

You are referred to herein as “You” (Licensee), which include you and any of your owners, employees, partners, independent contractors, subsidiaries, affiliates, attorneys, agents, heirs, and assigns.

The application, service, website, demonstration, system and other software and data accompanying this License, whether using a paid-, free-, trial- or beta version, whether on disk, in read-only memory, or on any other media and the related documentation (together “The Services”) is licensed to You by PokerEduManager. PokerEduManager owns The Services which are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. PokerEduManager retains full and complete title to The Services and all updates and subsequent copies of the Software regardless of the media or form in which the copies may exist, including copies made in violation of the terms and conditions of this EULA.

PokerEduManager makes certain Services available only if you have paid a fee or have provided PokerEduManager certain Registration Information (as such term is defined in the Privacy Policy) (“Account Information”). Some Services may also be subject to a subscription or other agreement, posted guidelines, rules, or terms of service (“Additional Terms”). If there is any conflict between the General Terms and the Additional Terms, the Additional Terms take precedence in relation to that Service. The General Terms and any applicable Additional Terms and all other documents incorporated by reference in these General Terms are referred to herein as the “Terms”.

In addition to the Terms of this EULA, please review our Privacy Policy (<http://www.pokeredumanager.com/privacy.aspx>). By agreeing to the Terms, you acknowledge

that You have had an opportunity to review and that you will bound by PokerEduManager's Privacy Policy.

1. GRANT OF LICENSE/INTELLECTUAL PROPERTY

1.1 Subject to the Terms PokerEduManager grants You a non-exclusive, personal, non-transferable right to install and use PokerEduManager products solely for your own individual use during the Terms and only on two (2) personal computers owned and used by You, in order to access the PokerEduManager servers and use PokerEduManager's products. Upon purchasing PokerEduManager will supply You with one (1) license code that will remain valid for one year and can be used with the Services. All rights not expressly granted to You are reserved by PokerEduManager and, if applicable, its licensors.

1.2 If the license is being granted for the purpose of an evaluation by you of the Services, then your license shall be valid for the maximum period specified in the trial offer, but in any event no longer than thirty (30) days, unless otherwise specifically agreed in writing, and may be used only for the purpose of such evaluation. The evaluation version may not have all the features that are available in the fully licensed commercial version. Furthermore, the limited warranties in section 4.3 below will not apply to evaluation versions or versions that do not have to be purchased of the Services.

1.3 PokerEduManager owns all rights to this work and intends to maintain it in confidence to preserve its trade secret status and all other rights it has in the Services. PokerEduManager reserves the right to protect this work as an unpublished copyrighted work in the event of an inadvertent or deliberate unauthorized publication. PokerEduManager also reserves its rights under international copyright laws to protect this work as a published work. Those having access to this work may not copy it, use it, (except as otherwise set forth herein), or disclose the information contained in it without the written authorization of PokerEduManager. All trademarks of PokerEduManager are and shall remain the property of PokerEduManager and are protected by applicable intellectual property law. Unauthorized use will result in prosecution.

As used herein "Product" means:

1. PokerEduManager Main Application
2. PokerEduManager Quiz Creator
3. PokerEduManager Standalone Messaging Application
4. PokerEduManager Pro Advice Service
5. Any and all software applications offered by PokerEduManager or its licensors at www.pokeredumanager.com or a related internet address;
6. Any and all Product versions, releases, improvements, modifications, patches and corrections;
7. With respect to the foregoing, the executable software code of such application(s) or system(s) and all related documentation.

1.4 The Services' code, structure and organization are protected by copyright, trade secrets, intellectual property and other rights and are and remain the property of PokerEduManager.

1.5 The trademarks, logos and service marks displayed on The Services (the “Marks”) are the property of PokerEduManager. You are not permitted to use the Marks without the prior consent of PokerEduManager.

1.6 When using The Services you may NOT do any of the following (“Unauthorized Use”):

- a. Copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate The Services or make any attempt to access the source code to create derivative works of the source code of The Services, or otherwise;
- b. Remove or alter ownership and copyright notices embedded in or on The Services;
- c. Attempt to gain or actually gain unauthorized access to The Services or its related systems or networks;
- d. Share your rights under this EULA with others. You will not give others access to your username and password, nor share any registration code(s) you receive. PokerEduManager shall not be liable for any loss that you may incur as a result of someone else using your password or account or account information, either with or without your knowledge;
- e. Interfere with or disrupt the integrity or performance of The Services or the data contained therein;
- f. Impersonate another user of The Services or provide false identity information to attempt to gain access to or use The Services;
- g. Sell, assign sublicense, transfer, distribute, lease or otherwise commercially exploit The Services in any way, without prior written consent from PokerEduManager;
- h. Permit use of The Services in a computer software business, network, timesharing, multiple computer or multiple user arrangement, unless all computers or users are properly individually or site licensed in writing by PokerEduManager;
- i. Use any portion of The Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages;
- j. Use any unauthorized third-party software to access The Services or its related systems or networks;
- k. Use The Services in a manner prohibited by applicable laws, regulations or PokerEduManager’s Privacy Policy.
- l. Make available under any material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
 - i. Stalk, intimidate and/or harass another;
 - ii. Incite others to commit violence;
 - iii. Harm minors in any way;
 - iv. Make Available any Material that you do not have a right to Make Available under any Law or contractual or fiduciary relationship;
 - v. Make Available any Material that infringes any Intellectual Property Right or other proprietary right of any party;
 - vi. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - vii. Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;
 - viii. Use The Services such that it will mislead a User into believing that they are interacting directly with Adobe or any Service;

- ix. Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise);
- x. Use any PokerEduManager domain name as a pseudonymous return email address;
- xi. Make Available any Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- xii. Access or use The Services in any manner that could damage, disable, overburden or impair any PokerEduManager server or the networks connected to any PokerEduManager server;
- xiii. Intentionally or unintentionally interfere with or disrupt The Services or violate any applicable Laws related to the access to or use of The Services, violate any requirements, procedures, policies or regulations of networks connected to The Services, or engage in any activity prohibited by the Terms;
- xiv. Disrupt or interfere with the security of, or otherwise cause harm to, The Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Services or any affiliated or linked sites;
- xv. Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through The Services;
- xvi. Use any data mining, robots, or similar data gathering and extraction methods in connection with The Services.

Any attempt to Unauthorized Use is a violation of the rights of PokerEduManager and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The Terms will govern any upgrades provided by PokerEduManager that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

1.7 When using The Services you are obliged to:

- a. Ensure that your personal computer's hardware meets the current minimum system required for The Services, as described on www.pokeredumanager.com, which description may be updated by PokerEduManager without prior notice.
- b. Keep your Account Information complete, accurate and up-to-date.
- c. Keep your Account Information confidential at all times and you are solely responsible for all activity that occurs to your Account Information when you are logged in to your account.
- d. Promptly notify PokerEduManager if you learn of any security breach or Unauthorized Use related to The Services.
- e. Agree that You, not PokerEduManager, are entirely responsible for all of Your Content that you distribute, perform, display, upload, post, email, transmit or otherwise make available on or through The Services, whether publicly posted or privately transmitted. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness.
- f. Represent and warrant that:
 - i. You own the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s), to use Your Content in keeping with your use in connection with The Services or as otherwise permitted by the Terms;
 - ii. You have the rights necessary to grant the license and sublicenses described in the Terms; and

- iii. You have received consent from any and all persons depicted in Your Content to use Your Content as set forth in the Terms, including distribution, public displays, public performance and reproduction of Your Content.

1.8 Fair Use Policy. You may use a license key to activate The Services on two computers you own for personal use.

1.9 There is no guarantee or promise that you will make a certain amount of money, or any money, or not lose money, as a result of using our products and services. Your results will vary and will be based on an infinite number of variables beyond our control. There are no guarantees concerning the level of success you may experience.

1.10 PokerEduManager may at any time and from time to time modify or discontinue, temporarily or permanently, The Services, or any portion thereof, with or without notice. You agree that PokerEduManager shall not be liable to you or any third party for any modification, suspension or discontinuance of The Services.

1.11 Feedback. You have no obligation to provide PokerEduManager with ideas, suggestions, documentations and/or proposals ("Feedback"). However, if you submit Feedback to PokerEduManager, while you retain ownership in such Feedback, you hereby grant PokerEduManager a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose throughout the universe. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of you or of third parties; (ii) PokerEduManager is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) PokerEduManager may have something similar to the Feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from PokerEduManager for the Feedback under any circumstances.

2. USE OF DATA

2.1 Consent to Use of Data: You agree that PokerEduManager may receive, collect, store and use technical data and related information, including but not limited to technical information about Your system that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to The Services. PokerEduManager will handle such information in compliance with PokerEduManager's Privacy Policy.

2.2 You hereby agree that The Services may automatically check for upgrades and improvements in order to ensure correct, full and continuing functionality of The Services while being used online. No updates shall be installed or any other modifications will be made to your system without your prior confirmation when asked if you want to update The Services. By opting not to do so The Services may be unusable until you do perform the required update. Also The Services may connect your personal computer to the PokerEduManager servers for purposes of software fraud prevention. While doing so, it uses the registration code combined with your machine key to log in. PokerEduManager will not collect any user data during this process.

2.3. PokerEduManager, in its sole discretion, may (but has no obligation to) monitor or review The Services at any time. Although PokerEduManager does not generally monitor Your activity occurring in connection with The Services, if PokerEduManager becomes aware of any possible violations by you of any provision of the Terms, PokerEduManager reserves the right to investigate such violations, and PokerEduManager may, at its sole discretion, immediately terminate your rights hereunder, including your right to use The Services or change, alter or remove Your content or account information, in whole or in part, without prior notice to you.

3. TERMINATION

PokerEduManager reserves the right to terminate your license to use The Services and to refuse future activation requests automatically without notice if you fail to comply with the Terms. No refund shall be given. If your license is terminated, you must destroy all copies of The Services. The termination of this license does not limit PokerEduManager other rights it may have by law.

4. NO WARRANTIES

4.1 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY SERVICES PERFORMED OR PROVIDED BY THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND POKEREDUMANAGER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. POKEREDUMANAGER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POKEREDUMANAGER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

4.2 All sales are final. No refunds will be given for any reason. Please use the evaluation period in order to evaluate The Services.

4.3 Some jurisdictions do not allow exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations of section 4.1 may not apply to

you. Should this be the case, the sole liability of PokerEduManager for a breach of this warranty is at PokerEduManager's election:

- a. To replace any defective medium on which The Services are supplied;
- b. To advise you how to achieve the required functionality via an undocumented procedure; or
- c. To refund the license fee for the Software.

The limited warranty contained in this section does not apply where:

- a. The Services are modified.
- b. The Services are used on hardware or in conjunction with software other than the unmodified Product and hardware on which it is designed to operate as described in the related documentation.
- c. Access to the internet as required by the operation of The Services have not been enabled or has been prevented.

5. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL POKEREDUMANAGER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED SOFTWARE PROVIDERS, AGENTS, VENDORS, AFFILIATES, PARTNERS, DISTRIBUTORS OR SUPPLIERS (TOGETHER "APPLICATION PROVIDER") BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall PokerEduManager's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the purchase price paid by You, if any, for The Services. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

6. THIRD PARTY PRODUCTS

6.1 The Services may enable access to third party services, third party materials or third party websites ("Third Party Products").

6.2 You understand that by using any Third Party Products, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material.

Nevertheless, You agree to use the Services at Your sole risk and that PokerEduManager shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

6.3 Certain Third Party Products may display, include or make available content, data, information, applications or materials from third parties or provide links to certain third party web sites. By using Third Party Products, You acknowledge and agree that PokerEduManager is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Products. PokerEduManager does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any Third Party Products. Neither PokerEduManager, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability of any Third Party Products.

6.4 To the extent You choose to use Third Party Products, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. PokerEduManager does not control, endorse or accept responsibility for Third Party Products. Any dealings that you may have with Third Party Products are at your own risk.

6.5 PokerEduManager, and its licensors, reserve the right to change, suspend, remove, or disable access to any Third Party Products at any time without notice. In no event will the PokerEduManager be liable for the removal of or disabling of access to any such Third Party Products. PokerEduManager may also impose limits on the use of or access to certain Third Party Products, in any case and without notice or liability.

7. INDEMNIFICATION

You agree to indemnify and hold PokerEduManager and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your Content, your use of The Services, your connection to The Services, the actions of any member of your group, your access to or use of linked sites and your connections therewith, any claim that Your Content caused damage to a third party, any dealings between you and any third parties advertising or promoting via The Services, your violation of the, or your violation of any rights of another, including any Intellectual Property Rights.

8. GENERAL PROVISIONS

8.1 MODIFICATION. PokerEduManager may change the Terms from time to time at its sole discretion, including by imposing a charge for access to or use of a Service. If such changes are made, PokerEduManager will make a new copy of the EULA available at www.pokeredumanager.com/terms.aspx, with any new Additional Terms made available to you from within or through the affected Service. PokerEduManager may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. Otherwise, your continued use of any affected Service constitutes your acceptance of

the changes. Your use of the Services is subject to the most current version of the Terms posted on or through the affected Service at the time of such use. Please regularly check www.pokeredumanager.com/terms.aspx to view the then-current General Terms and Addition Terms.

8.2 NOTICES. PokerEduManager may provide you with notices, including those regarding changes to the Terms, by email (in your case at the email address you specified when you registered The Services), regular mail, text message, postings on or within the Services, or other reasonable means now known or hereafter developed.

8.3 SEVERABILITY. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

8.4 ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. If we make a material change to this Agreement, we will notify you at least thirty (30) days before the change takes place. If you do not agree to the change, you must cancel and stop using The Services before the change takes place. If you do not stop using The Services, your continued use of The Services will be under the changed Agreement.

8.5 EXPORT CONTROL. You agree that you will not knowingly export or re-export, directly or indirectly, any product, including software, received from PokerEduManager under this EULA or any direct product of such product to any destination to which such export or re-export is restricted or prohibited by any applicable law, without obtaining prior written authorization from the competent government authorities as required by those laws.

8.6 NO WAIVER OF RIGHTS. Any failure by PokerEduManager to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.

8.7 GOVERNING LAW. This EULA in all respects is governed and interpreted in accordance with the laws of The Netherlands, without regard to its conflicts of laws principles. This EULA is entered into in Groningen, The Netherlands. You consent to the exclusive jurisdiction of The Netherlands for any dispute arising from or related to this EULA. You agree that the exclusive venue for any dispute arising from or related to this EULA will be a court located in The Netherlands. This Agreement will be governed by the laws of The Netherlands. The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods, as well as the application of domestic legislation which has or purports to have adopted that Convention into law for the jurisdiction concerned are hereby excluded.

8.8 SURVIVAL. Without limiting the applicability of other terms and conditions of this EULA, the terms of Sections 1.1, 1.3, 1.4 (Ownership and Intellectual Property Rights), Section 4 (No Warranties), Section 5 (Limitation of Liability), Section 7 (Indemnification), Section 8.7 (Governing Law) and this section 8.8 (Survival) together with all additional terms and conditions necessary for the correct interpretation of the foregoing, shall survive the expiration or termination of this EULA for any reason.

Please report any violations of the Terms via info@pokeredumanager.com.

Any notice provided to PokerEduManager pursuant to the Terms should be sent to electronically to info@pokeredumanager.com

This End User License Agreement can be downloaded as a PDF from <http://www.pokeredumanager.com/terms.aspx>

© 2011 PokerEduManager – All rights reserved

