

# Exhibit 1



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## Terms of Service



Updated August 1, 2009

This Terms of Service ("Terms") is a legally binding agreement that governs your use of Zynga.com and/or the games and applications offered by Zynga Game Network, Inc. ("Zynga") and accessed through third party web sites (collectively, the "Service"). By using or accessing the Service, you agree to be bound by these Terms.

### 1) Access to Zynga Service

a) Subject to your acceptance of these Terms, Zynga grants to you a non-exclusive, non-transferable, revocable limited license to use and display the Service and related software (excluding source and object code) for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in this agreement.

b) Zynga Reserves the right to change these Terms in any way and at any time. However, no amendment to these Terms shall apply to a dispute of which Zynga had actual notice on the date of amendment.

c) We will notify you of any modifications to these Terms with one or both of the following methods: 1) we will post any modifications on www.zynga.com or within the Service, and/or 2) we will send you a message informing you of the modified terms and linking you to the posting at www.zynga.com. You agree that you will, 1) periodically check www.zynga.com for updates to these Terms, and 2) you will read the messages we send you to inform you of any changes. You agree that you will be considered to have been given notice of any modifications once we post them to www.zynga.com and that your continued use of the Service after such notice shall be deemed an acceptance of any changes.

d) Zynga reserves the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.

e) You agree to be bound by any application, forum, or game specific rules published within the Service.

f) Your use of the Service is conditioned upon your compliance with these Terms and any use of the Service in violation of these Terms will be regarded as an infringement of Zynga's copyrights in and to the Service. Zynga reserves the right to terminate your access to the service without notice if you violate these Terms.

g) You represent that you are 13 years old or older. Additionally, if you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agrees to the Terms.

### 2) Ownership of Intellectual Property

a) Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by Zynga and are protected by law from unauthorized use. The entire contents of the Service are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Zynga, the Zynga logos, and all game names are trademarks of Zynga and may not be used without the express written permission of Zynga.

b) You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods.

c) You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of Zynga.

d) All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to Zynga in connection with the use of the Service shall be the exclusive property of Zynga. You agree that unless otherwise prohibited by law Zynga may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to you.

### 3) In-Game currencies/goods

a) The Service may include a virtual, in-game currency ("Virtual Currency") including, but not limited to coins, cash, or points,



that may be purchased from Zynga for "real world" money if you are a legal adult in your country of residence. The Service may also include virtual, in-game digital items ("Virtual Goods") that may be purchased from Zynga for "real world" money or for Virtual Currency. Regardless of the terminology used, Virtual Currency and Virtual Goods may never be redeemed for "real world" money, goods or other items of monetary value from Zynga or any other party.

b) Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Goods or Virtual Currency in the Service, you have no right or title in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.

c) Zynga has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and Zynga shall have no liability to you or anyone for the exercise of such rights.

d) Transfers of Virtual Currencies and Virtual Goods are strictly prohibited except where explicitly authorized within the Service. Outside of the game, you may not buy or sell any Virtual Currency or Virtual Goods for "real world" money or otherwise exchange items for value. Any attempt to do so is in violation of these Terms and may result in a lifetime ban from Zynga Service and possible legal action.

e) You agree that all sales of Virtual Goods and Currencies are final. No refunds will be given, except in our sole and absolute discretion. All Virtual Goods and Currencies are forfeited if your account is terminated or suspended for any reason, in Zynga's sole and absolute discretion, or if Zynga discontinues providing the Service.

#### 4) User Content

a) The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Zynga and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to Zynga will be treated as non-confidential and non-proprietary.

b) You agree that your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in these Terms without Zynga incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

c) You grant to Zynga the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, resell, sublicense, display, perform, transmit, publish, broadcast, modify, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same.

d) Zynga has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Content, but Zynga does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.

e) Zynga has no obligation to accept, display, review, monitor, or maintain any User Content. We have the right to delete User Content from the Service without notice for any reason at any time. Zynga may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that Zynga reserves the right to treat User Content as content stored at the direction of users for which Zynga will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to Zynga's attention.

f) You acknowledge that you do not rely on Zynga to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.

#### 5) Posting on Other Web Sites

a) You are granted a limited revocable license to post an image of your personal avatar and/or screen shot from your account, of your farm for example, within the Service and any other materials that Zynga specifically gives you notice may be posted on other web sites, on your own personal web site or on a third party web site that permits posting of content at the direction of users provided that such third party web site (i) is not commercially competitive to Zynga, (ii) does not criticize or injure Zynga, (iii) does not obtain any rights to such content other than a non-exclusive license to post it at your direction, and (iv) does not charge for access to such content or associated products, services or advertising with such content, so long as the web site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material (an "Authorized Web Site"). All of Zynga's rights and remedies are expressly reserved, and Zynga may revoke this limited license, in whole or in part, upon notice.





b) Conditions on Posting on Other Web Sites: Without limitation, the following terms and conditions apply to your posting of a copy of your avatar and/or screen shots on an Authorized Web Site:

i) You must display a prominent link to the Service's homepage in connection with any of your use of Collaborative Content permitted hereunder, including, without limitation, in e-mails you are sending friends, and

ii) You agree to include, and not remove or alter, Zynga's trademark, copyright or other proprietary rights notices, as provided by Zynga on the Service and within e-mail page(s), when displaying an avatar or images from a Zynga game, and you agree to comply with usage guidelines that may be provided by Zynga from time to time. You agree that all goodwill that arises in connection with your use of Zynga's trademarks inures exclusively to Zynga, and you agree not to challenge Zynga's ownership or control of any Zynga trademarks, nor use or adopt any trademarks that might be confusingly similar to such Zynga trademarks.

#### 6) Usage Rules

a) As a condition of your use of and access to the Service, you agree to comply with these Usage Rules, which are provided as an example rather than as a limitation, and any application or game specific rules published within the Service.

b) You agree that your use of and conduct on the Service shall be lawful and your User Content will not:

i) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;

ii) include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;

iii) defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;

iv) promote violence or describe how to perform a violent act

v) violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity; or

vi) be in violation of these Terms or the game rules of conduct (collectively "Content Restrictions").

c) You and your activities on the Service will not:

i) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;

ii) attempt to impersonate any other party;

iii) create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;

iv) trick, defraud or mislead Zynga and other users, especially in any attempt to learn sensitive account information such as passwords;

v) make improper use of Zynga's support services or submit false reports of abuse or misconduct;

vi) engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme;

vii) disparage, tarnish, or otherwise harm, in Zynga's opinion, Zynga and/or the Service;

viii) violate these Terms or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Zynga on the Service;

ix) disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;

x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Service and User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Service, the User Content;

xi) copy or adapt the Service's software including but not limited to Flash, PHP, HTML, JavaScript or other code;

xii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;

xiii) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or



transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcrns");

xiv) except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any subroutines, including, without limitation, any spiders, robots, bots, crawlers, agents, or software that accesses the Service, or use or launch any unauthorized script or other software;

xv) cover or obscure any notice, banner or advertisement on the Service;

xvi) disguise the source of your User Content or other information you submit to the Service or use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Service;

xvii) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, Collaborative Content or the User Content;

xviii) sell the Service or any part thereof including but not limited to Virtual Goods or Virtual Currency, user accounts and access to them in exchange for real currency or items of monetary value; or

xix) engage in cheating or any other activity deemed by Zynga to be in conflict with the spirit or intent of the Service.

d) Zynga does not control or endorse the content, messages or information found in User Content portions of the Service or external sites that may be linked to or from the games or their forums and, therefore, Zynga specifically disclaims any responsibility with regard thereto.

#### 7) Privacy and Protection of Personal Information.

a) Zynga respects the privacy of visitors to our game. Information collected from you is subject to the pertinent social network's policy. By playing the game, you may be granting your social network permission to share your e-mail address and any other personally identifiable information with Zynga. Please see Zynga's Privacy Policy at [www.zynga.com](http://www.zynga.com) for more information on the collection and use of your information. You acknowledge and agree that this Privacy Policy, including, but not limited to, the manner in which Zynga collects, uses and discloses your personally identifiable information, is incorporated and made part of these Terms. If User does not agree to each and every part of Zynga's Privacy Policy, then you should not play the game or submit any personally identifiable information through this game. Questions regarding privacy issues should be directed to [privacy \(at\) zynga.com](mailto:privacy@zynga.com).

#### 8) Account Responsibility

a) This Service is offered through various social networks. The Service is only available to persons who are registered members of the social network through which they access the game and are in compliance with the policies or terms of use/service of that social network. In creating your account with a social network through which you will access the Service ("Account"), you agree to:

i) provide true, accurate, current and complete information about yourself ("Registration Data"); and

ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

b) Users that maintain more than one account on a social network may not access this Service from multiple accounts. If you provide any information that is untrue, inaccurate, not current or incomplete, or Zynga has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Zynga has the right to suspend or terminate your ability to participate in the Service and refuse any and all current or future use of the Service (or any portion thereof). Provider reserves the right to terminate accounts that have been inactive for 180 consecutive days.

#### 9) Disputes with Others

a) We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with other users, you release Zynga and hereby agree to indemnify Zynga from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

#### 10) Disclaimers; Limitations; Waivers of Liability

a) YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER ZYNGA NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT





PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ZYNGA PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

b) TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE ZYNGA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ZYNGA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ZYNGA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

c) UNDER NO CIRCUMSTANCES WILL THE ZYNGA PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID ZYNGA IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

#### 11) Indemnification

a) You agree to defend, indemnify and hold harmless the Zynga Parties from and against all claims and expenses, including attorneys' fees and costs, arising out of your use of the Service and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

#### 12) Governing Law/Waiver of Injunctive Relief

a) This Agreement and all aspects of the Service shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in San Francisco County, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in San Francisco County, California.

b) You acknowledge that the rights granted and obligations made hereunder to Zynga are of a unique and irreplaceable nature, the loss of which shall irreparably harm Zynga and which cannot be replaced by monetary damages alone so that Zynga shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

c) Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Terms ("Dispute"), you and Zynga agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to Zynga Game Network Inc., 444 DeHaro St., Suite 132, San Francisco CA 94107, ATTENTION: LEGAL DEPARTMENT.

d) Binding Arbitration. If you and Zynga are unable to resolve a Dispute through informal negotiations, either you or Zynga may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Zynga will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Zynga may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

e) Restrictions. You and Zynga agree that any arbitration shall be limited to the Dispute between Zynga and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute



to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

f) Exceptions to Informal Negotiations and Arbitration. You and Zynga agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Dispute seeking to enforce or protect or concerning the validity of, any of your or Zynga's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

#### 13) Waiver/Severability

a) The failure of Zynga to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of Zynga's right to assert or rely upon any such provision or right in that or any other instance.

b) You and Zynga agree that if any portion of these Terms, except any portion of section 12(e), is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. If Section 12(e) is found to be illegal or unenforceable then neither you nor Zynga will elect to arbitrate any Dispute falling within that portion of Section 12(e) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of San Francisco, State of California, United States of America, and you and Zynga agree to submit to the personal jurisdiction of that court.

#### 14) Miscellaneous

a) Zynga operates and controls the Service from its offices in the United States. Zynga makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Zynga to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Service may be subject to United States export controls. Thus, no software from this Service may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, Zynga or any other web site or source. The privileges granted to you under these Terms will terminate immediately and automatically without notice from Zynga if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms to any party at any time without any notice to you. You may not assign these Terms without Zynga's prior written consent. These Terms contain the entire understanding of you and Zynga, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Service by Zynga. If any provision of these Terms is found to be illegal or unenforceable, the Terms will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Zynga's request, you will furnish Zynga any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against Zynga by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

#### 15) Statute of Limitations

a) You and Zynga both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Terms or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

#### 16) Complaints or Notices

a) The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on or in this game in a way that may constitute copyright infringement, you may provide notice of your claim to Zynga's Designated Agent listed below. For your notice to be effective, it must include the following information:



i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

ii) A description of the copyrighted work that you claim has been infringed upon;

iii) A description of where the material that you claim is infringing is located on this game;

iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;

v) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

vi) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

vii) Zynga's Designated Agent is:

Zynga Game Network Inc.

Attn: Intellectual Property Agent

444 DeHaro St., Suite 132

San Francisco, California 94107



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Updated July 2, 2010

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### 1) Access to Zynga Service

a) Subject to your acceptance of these Terms, Zynga grants to you a non-exclusive, non-transferable, revocable limited license to use and display the Service and related software (excluding source and object code) for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in this agreement.

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g) You represent that you are 13 years old or older. Additionally, if you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agrees to the Terms.

### 2) Ownership of Intellectual Property

a) Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by Zynga and are protected by law from unauthorized use. The entire contents of the Service are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Zynga, the Zynga logos, and all game names are trademarks of Zynga and may not be used without the express written permission of Zynga.

b) You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods.

c) You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of Zynga.

d) All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to Zynga in connection with the use of the Service shall be the exclusive property of Zynga. You agree that unless otherwise prohibited by law Zynga may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to you.

### 3) In-Game currencies/goods

a) The Service may include a virtual, in-game currency ("Virtual Currency") including, but not limited to coins, cash, or points, that may be purchased from Zynga for "real world" money if you are a legal adult in your country of residence. The Service may also include virtual, in-game digital items ("Virtual Goods") that may be purchased from Zynga for "real world" money or for Virtual Currency. Regardless of the terminology used, Virtual Currency and Virtual Goods may never be redeemed for "real world" money, goods or other items of monetary value from Zynga or any other party.

b) Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Goods or Virtual Currency in the Service, you have no right or title in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.

c) Zynga has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and Zynga shall have no liability to you or anyone for the exercise of such rights.

d) Transfers of Virtual Currencies and Virtual Goods are strictly prohibited except where explicitly authorized within the Service. Outside of the game, you may not buy or sell any Virtual Currency or Virtual Goods for "real world" money or otherwise exchange items for value. Any attempt to do so is in violation of these Terms and may result in a lifetime ban from Zynga Service and possible legal action.

e) You agree that all sales of Virtual Goods and Currencies are final. No refunds will be given, except in our sole and absolute discretion. All Virtual Goods and Currencies are forfeited if your account is terminated or suspended for any reason, in Zynga's

sole and absolute discretion, or if Zynga discontinues providing the Service.

#### 4) User Content

a) The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Zynga and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to Zynga will be treated as non-confidential and non-proprietary.

b) You agree that your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in these Terms without Zynga incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

c) You grant to Zynga the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, resell, sublicense, display, perform, transmit, publish, broadcast, modify, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same.

d) Zynga has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Content, but Zynga does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.

e) Zynga has no obligation to accept, display, review, monitor, or maintain any User Content. We have the right to delete User Content from the Service without notice for any reason at any time. Zynga may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that Zynga reserves the right to treat User Content as content stored at the direction of users for which Zynga will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to Zynga's attention.

f) You acknowledge that you do not rely on Zynga to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.

#### 5) Posting on Other Web Sites

a) You are granted a limited revocable license to post an image of your personal avatar and/or screen shot from your account, of your farm for example, within the Service and any other materials that Zynga specifically gives you notice may be posted on other web sites, on your own personal web site or on a third party web site that permits posting of content at the direction of users provided that such third party web site (i) is not commercially competitive to Zynga, (ii) does not criticize or injure Zynga, (iii) does not obtain any rights to such content other than a non-exclusive license to post it at your direction, and (iv) does not charge for access to such content or associated products, services or advertising with such content, so long as the web site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material (an "Authorized Web Site"). All of Zynga's rights and remedies are expressly reserved, and Zynga may revoke this limited license, in whole or in part, upon notice.

b) Conditions on Posting on Other Web Sites: Without limitation, the following terms and conditions apply to your posting of a copy of your avatar and/or screen shots on an Authorized Web Site:

i) You must display a prominent link to the Service's homepage in connection with any of your use of Collaborative Content permitted hereunder, including, without limitation, in e-mails you are sending friends; and

ii) You agree to include, and not remove or alter, Zynga's trademark, copyright or other proprietary rights notices, as provided by Zynga on the Service and within e-mail page(s), when displaying an avatar or images from a Zynga game, and you agree to comply with usage guidelines that may be provided by Zynga from time to time. You agree that all goodwill that arises in connection with your use of Zynga's trademarks inures exclusively to Zynga, and you agree not to challenge Zynga's ownership or control of any Zynga trademarks, nor use or adopt any trademarks that might be confusingly similar to such Zynga trademarks.

#### 6) Usage Rules

a) As a condition of your use of and access to the Service, you agree to comply with these Usage Rules, which are provided as an example rather than as a limitation, and any application or game specific rules published within the Service.

b) You agree that your use of and conduct on the Service shall be lawful and your User Content will not:

i) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;

ii) include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;

iii) defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;

iv) promote violence or describe how to perform a violent act

v) violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity; or

vi) be in violation of these Terms or the game rules of conduct (collectively "Content Restrictions").

c) You and your activities on the Service will not:

i) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;

ii) attempt to impersonate any other party;

iii) create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;

iv) trick, defraud or mislead Zynga and other users, especially in any attempt to learn sensitive account information such as passwords;

v) make improper use of Zynga's support services or submit false reports of abuse or misconduct;



- vi) engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme;
  - vii) disparage, tarnish, or otherwise harm, in Zynga's opinion, Zynga and/or the Service;
  - viii) violate these Terms or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Zynga on the Service;
  - ix) disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;
  - x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Service and User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Service, the User Content;
  - xi) copy or adapt the Service's software including but not limited to Flash, PHP, HTML, JavaScript or other code;
  - xii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;
  - xiii) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcrms");
  - xiv) except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
  - xv) cover or obscure any notice, banner or advertisement on the Service;
  - xvi) disguise the source of your User Content or other information you submit to the Service or use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Service;
  - xvii) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, Collaborative Content or the User Content;
  - xviii) sell the Service or any part thereof including but not limited to Virtual Goods or Virtual Currency, user accounts and access to them in exchange for real currency or items of monetary value; or
  - xix) engage in cheating or any other activity deemed by Zynga to be in conflict with the spirit or intent of the Service.
- d) Zynga does not control or endorse the content, messages or information found in User Content portions of the Service or external sites that may be linked to or from the games or their forums and, therefore, Zynga specifically disclaims any responsibility with regard thereto.

#### 7) Privacy and Protection of Personal Information.

a) Zynga respects the privacy of visitors to our game. Information collected from you is subject to the pertinent social network's policy. By playing the game, you may be granting your social network permission to share your e-mail address and any other personally identifiable information with Zynga. Please see Zynga's Privacy Policy at [www.zynga.com](http://www.zynga.com) for more information on the collection and use of your information. You acknowledge and agree that this Privacy Policy, including, but not limited to, the manner in which Zynga collects, uses and discloses your personally identifiable information, is incorporated and made part of these Terms. If User does not agree to each and every part of Zynga's Privacy Policy, then you should not play the game or submit any personally identifiable information through this game. Questions regarding privacy issues should be directed to [privacy@zynga.com](mailto:privacy@zynga.com).

#### 8) Account Responsibility

a) This Service is offered through various social networks. The Service is only available to persons who are registered members of the social network through which they access the game and are in compliance with the policies or terms of use/service of that social network. In creating your account with a social network through which you will access the Service ("Account"), you agree to:

- i) provide true, accurate, current and complete information about yourself ("Registration Data"); and
- ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

b) Users that maintain more than one account on a social network may not access this Service from multiple accounts. If you provide any information that is untrue, inaccurate, not current or incomplete, or Zynga has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Zynga has the right to suspend or terminate your ability to participate in the Service and refuse any and all current or future use of the Service (or any portion thereof). Provider reserves the right to terminate accounts that have been inactive for 180 consecutive days.

#### 9) Disputes with Others

a) We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with other users, you release Zynga and hereby agree to indemnify Zynga from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

#### 10) Disclaimers; Limitations; Waivers of Liability

a) YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED), WITHOUT LIMITING THE FOREGOING, NEITHER ZYNGA NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ZYNGA PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

b) TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO

ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE ZYNGA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ZYNGA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ZYNGA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

c)c. UNDER NO CIRCUMSTANCES WILL THE ZYNGA PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID ZYNGA IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

#### 11) Indemnification

a) You agree to defend, indemnify and hold harmless the Zynga Parties from and against all claims and expenses, including attorneys' fees and costs, arising out of your use of the Service and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in these Terms. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

#### 12) Governing Law/Waiver of Injunctive Relief

a) This Agreement and all aspects of the Service shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in San Francisco County, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in San Francisco County, California.

b) You acknowledge that the rights granted and obligations made hereunder to Zynga are of a unique and irreplaceable nature, the loss of which shall irreparably harm Zynga and which cannot be replaced by monetary damages alone so that Zynga shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

c) Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Terms ("Dispute"), you and Zynga agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to Zynga Game Network Inc., 444 DeHaro St., Suite 132, San Francisco CA 94107, ATTENTION: LEGAL DEPARTMENT.

d) Binding Arbitration. If you and Zynga are unable to resolve a Dispute through informal negotiations, either you or Zynga may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Zynga will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Zynga may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

e) Restrictions. You and Zynga agree that any arbitration shall be limited to the Dispute between Zynga and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

f) Exceptions to Informal Negotiations and Arbitration. You and Zynga agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Zynga's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

#### 13) Waiver/Severability

a) The failure of Zynga to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of Zynga's right to assert or rely upon any such provision or right in that or any other instance.

b) You and Zynga agree that if any portion of these Terms, except any portion of section 12(e), is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. If Section 12(e) is found to be illegal or unenforceable then neither you nor Zynga will elect to arbitrate any Dispute falling within that portion of Section 12(e) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of San Francisco, State of California, United States of America, and you and Zynga agree to submit to the personal jurisdiction of that court.

#### 14) Miscellaneous

a) Zynga operates and controls the Service from its offices in the United States. Zynga makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Zynga to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Service may be subject to United States export controls. Thus, no software from this Service may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny

Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, Zynga or any other web site or source. The privileges granted to you under these Terms will terminate immediately and automatically without notice from Zynga if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms to any party at any time without any notice to you. You may not assign these Terms without Zynga's prior written consent. These Terms contain the entire understanding of you and Zynga, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Service by Zynga. If any provision of these Terms is found to be illegal or unenforceable, the Terms will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon Zynga's request, you will furnish Zynga any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against Zynga by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

#### 15) Statute of Limitations

a) You and Zynga both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Terms or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

#### 16) Complaints or Notices

a) The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on or in this game in a way that may constitute copyright infringement, you may provide notice of your claim to Zynga's Designated Agent listed below. For your notice to be effective, it must include the following information:

- i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii) A description of the copyrighted work that you claim has been infringed upon;
- iii) A description of where the material that you claim is infringing is located on this game;
- iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- v) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### vii) Zynga's Designated Agent is:

Zynga Game Network Inc.  
Attn: Intellectual Property Agent  
4104 24th Street, #363  
San Francisco, CA 94114-3615



# Exhibit 3



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## Terms of Service

### TERMS OF SERVICE

*Last updated November 30, 2010*

#### 1. LICENSE

##### 1.1. Governing Agreement

The terms of this agreement ("Terms of Service") govern the relationship between you and Zynga (hereinafter "Zynga" or "Us" or "We") regarding your use of Zynga's social games and related services, which includes Zynga websites (the "Service"). In this agreement, "Zynga" means Zynga Inc. located at 4104 24th Street, #363, San Francisco, CA 94114-3615, if you are a user in the United States or Japan; or Zynga Luxembourg S.a.r.l. located at 65, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, if you are a user outside the United States or Japan.

##### 1.2. Privacy Policy

Use of the Service is also governed by Zynga's [Privacy Policy](#), which is incorporated herein by reference. Your privacy is important to us. We designed Zynga's Privacy Policy to make important disclosures about how we collect and use your content and information and how you can use the Service to share such information with others. We encourage you to read the Zynga Privacy Policy, carefully, and use it to help make informed decisions.

By creating an account or accessing or using the Service you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in Zynga's Privacy Policy.

##### 1.3. Updates to the Terms of Service and Zynga Privacy Policy

Zynga reserves the right, at our discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended Terms on the Zynga Service. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. Zynga may also revise other policies, codes or rules at any time, and the new versions will be available on [www.zynga.com](http://www.zynga.com) or in the Service. No amendment to the Terms of Service or Privacy Policy shall apply to any dispute of which Zynga had actual notice before the date of the amendment.

This agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, "writing" does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Zynga Privacy Policy, or any other Zynga policy, rules or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

To the extent the Terms of Service or Zynga Privacy Policy conflict with any other Zynga terms, policy, rules or codes of conduct, the terms contained in these Terms of Service and in the Zynga Privacy Policy shall govern.

##### 1.4. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Zynga policies, such as the Forum Rules or Loyalty Program Terms, Zynga grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in Sections 1.5-1.9 to access and use the Service using a Zynga supported web browser (such as Mozilla Firefox or Microsoft Internet Explorer) or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

##### 1.5. Accessing the Service

Before accessing or using the Service, including browsing any Zynga website or accessing a game, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an "Account"), have a valid account on the social networking service ("SNS") through which you connect to the Service, or have an account with the applications provider for your mobile device. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile device that is suitable to connect with and use the Service, in cases where the Service offers a mobile component.

You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service.

### 1.6. Use of the Service

The following restrictions apply to the use of the Service:

- a. You shall not create an Account or access the Service if you are under the age of 13;
- b. You shall monitor your Account to restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. paypal) by minors;
- c. You shall not have more than one Account, per platform or SNS, at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself;
- d. You shall not create an Account or use the Service if you are a convicted sex offender;
- e. You shall not have an Account or use the Service if you have previously been removed by Zynga, or previously been banned from playing any Zynga game;
- f. You shall use your Account only for non-commercial purposes;
- g. You shall not use your Account to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone;
- h. You shall not use your Account to engage in any illegal conduct;
- i. You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any virtual items or virtual currency associated with your Account to anyone without Zynga's written permission; and
- j. You shall not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without Zynga's permission.
- k. If you access the Service from an SNS you shall comply with its terms of service/use as well as these Terms of Service.

### 1.7. Account Information

When creating or updating an Account on the Service, you are required to provide Zynga with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Zynga's [Privacy Policy](#). You agree that you will supply accurate and complete information to Zynga, and that you will update that information promptly after it changes.

**You understand that on certain Zynga websites your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo.**

### 1.8. Username and Password

During the Account creation process, you will be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Zynga and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.

Zynga reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

### 1.9. License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1.4, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY ZYNGA GAME IS A VIOLATION OF ZYNGA POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

**You agree that you will not, under any circumstances:**

- a. Engage in any act that Zynga deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, our game rules, game mechanics or policies;
- b. Make improper use of Zynga's support services, including by submitting false abuse reports; or
- c. Use the Service in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

**CHEATING AND HACKING - You agree that you will not, under any circumstances:**

- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service, any Zynga Game or any Zynga game experience;
- e. Use the Service in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third-party software designed to modify or interfere with the Service, any Zynga game or any Zynga game experience;



- f. Without Zynga's express written consent, modify or cause to be modified any files that are a part of the Service or any Zynga game;
- g. Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service or any Zynga game environment (each a "Server"); or (2) the enjoyment of the Service or any Zynga game by any other person;
- h. Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service; or
- i. Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Zynga, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;

**OFFENSIVE OR INFRINGING CONTENT - You agree that you will not, under any circumstances:**

- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- l. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including Zynga employees, including Zynga's customer service representatives; or
- m. Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Zynga employee;

**COMMERCIAL ACTIVITY - You agree that you will not, under any circumstances:**

- n. Without Zynga's express written consent, use the Service, any Zynga game, or any part thereof for any commercial purpose, including but not limited to, (1) permitting, authorizing, or offering use of the Service, any Zynga game, or any part thereof at a cyber café, computer gaming center or any other commercial establishment provided however that, for clarity, providing the means for users to access the Internet is not prohibited by the foregoing, (2) communicating or facilitating any commercial advertisement or solicitation, or (3) gathering in-game currency, items or resources for sale;
- o. Use the Service, any Zynga game, or any part thereof for performing in-game services, such as power-leveling and item collection services, in exchange for payment outside the Service;
- p. Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items; or

**UNAUTHORIZED USE OR CONNECTION TO THE SERVICE - You agree that you will not, under any circumstances:**

- q. Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service or any Zynga game in any way not expressly permitted by these Terms of Service;
- r. Use any unauthorized third-party software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service or any Zynga game to store information about Zynga game characters, elements, or environment. Zynga may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- s. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyzer, packet sniffer or other device;
- t. Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- u. Bypass any robot exclusion headers or other measures we take to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;
- v. Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service, or (2) any connection using programs, tools, or software not expressly approved by Zynga;
- w. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service or any Zynga game, or to obtain any information from the Service or any Zynga game using any method not expressly permitted by Zynga; or
- x. Copy, modify or distribute rights or content from any Zynga site or game, or Zynga's copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Service;

**COLLECTION AND PUBLICATION OF PERSONAL INFORMATION - You agree that you will not, under any circumstances:**

- y. Solicit or attempt to solicit personal information from other users of the Service or any Zynga game; or
- z. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.
- aa. upload or transmit (or attempt to upload or to transmit), without Zynga's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

**1.10. Suspension and Termination of Account and Service**

WITHOUT LIMITING ANY OTHER REMEDIES, ZYNGA MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO ZYNGA SERVICES OR PORTIONS THEREOF IF YOU ARE, OR ZYNGA SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND ZYNGA IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Zynga reserves the right to stop offering and/or supporting the Service or a particular game or part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, Zynga shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may cancel any Account registered to you at any time by following the instructions on Zynga.com.

## 1.11. Ownership

### 1.11.1. Games and Service

The Service (including without limitation any games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a Zynga game client, and the Zynga game clients and server software) are copyrighted works owned by Zynga Inc. Zynga reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its games and the Service.

### 1.11.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF ZYNGA. ZYNGA RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

### 1.11.3. Virtual Items

Zynga owns, has licensed, or otherwise has rights to use all of the content that appears in the Service or the Zynga games. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Service, including without limitation the virtual goods or currency appearing or originating in any Zynga game, whether earned in a game or purchased from Zynga, or any other attributes associated with an Account or stored on the Service.

Zynga prohibits and does not recognize any purported transfers of virtual property effectuated outside of the Service, or the purported sale, gift or trade in the "real world" of anything that appears or originates in the Service, unless otherwise expressly authorized by Zynga in writing. Accordingly, you may not trade, sell or attempt to sell in-game items or currency for "real" money, or exchange those items or currency for value of any kind outside of a game, without Zynga's written permission. Any such transfer or attempted transfer is prohibited and void, and will subject your Account to termination.

### 1.11.4. User Content

"User Content" means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a Zynga game client or the Service, or that other users upload or transmit, including without limitation any chat text.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Zynga in accordance with its Privacy Policy.

You hereby grant Zynga a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or

in the future discovered, your User Content as well as all modified and derivative works thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use user posted content (except any content you submit in response to Zynga promotions and competition or any other content specifically solicited by Zynga) ends when you delete your User Content or you close your Account unless your User content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

## 2. USER CONTENT

### 2.1. Content Screening

Zynga assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate content or conduct.

We do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, our representatives or technology may monitor and/or record your interaction with the Service or communications (including without limitation chat text) when you are using the Service.

By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications.

If at any time Zynga chooses, in its sole discretion, to monitor the Service, Zynga nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

### 2.2. Information Use by Other Members of the Service

#### 2.2.1. Public Discourse

The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Zynga cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. Zynga shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

**ZYNGA IS NOT RESPONSIBLE FOR A MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.**

#### 2.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.

Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and Zynga assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please use any "Report Abuse" link provided or contact us at [Customer Support](#).

Zynga may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of Zynga violates these Terms of Service.

Zynga reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

### 2.3. Disclosure

You expressly agree that We have the right, at all times, and at our sole discretion, to disclose any user content and other information (including without limitation chat text, voice communications, IP addresses and your personal information): (a) in response to legal process (for example, a court order, search warrant or subpoena) when We have a good faith belief that the information is required to be disclosed in response to legal process; (b) to allow Us to satisfy any applicable law, regulation or governmental request; (c) to allow Us to enforce these Terms of Service, the Zynga Privacy Policy or any other agreement, terms or policy relating to the Service, (d) to protect our legal rights and remedies; (e) in other circumstances in which We believe the Zynga games or web sites are being used in the commission of a crime (including exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction) and for the purpose of reporting the same to the appropriate authorities; (f) to report any other suspected crime or other offensive behavior to the appropriate authorities; (g) when We have a good faith belief that there is a threat to the health and/or safety of you or another person; or (h) when necessary either to protect the rights or property of Zynga, or for Us to render the Service you have requested.

### 2.4. User Interactions

#### 2.4.1 Member Disputes

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service and/or Zynga games. Zynga reserves the right, but has no obligation, to become involved in any way with these disputes.



## 2.4.2 Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## 3. FEES AND PURCHASE TERMS

### 3.1. Purchases

In the Service you may purchase, with "real world" money, a license to use (a) "virtual currency", including but not limited to virtual coins, cash, tokens, or points, all for use in Zynga games; (b) "virtual in-game items" (together with "virtual currency", "Virtual Items"); and (c) other goods or services ("Merchandise"). You may also obtain a license to use Virtual Items by redeeming third party virtual currency such as Facebook Credits.

#### **ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE NON-REFUNDABLE.**

You can order Virtual Items by visiting the purchase page in one of our games, providing your billing information, confirming the particulars of your purchase and re-affirming your agreement to these Terms. When you place an order to purchase Virtual Items from our Service, we may send you a confirmatory e-mail that will contain details of the items you have ordered. Please check that the details in the confirmatory e-mail are correct as soon as possible and maintain a copy of it for your records. Zynga keeps records of transactions in order to deal with any subsequent queries. If you purchase Facebook Credits from Facebook, you are agreeing to Facebook's Payment Terms and Zynga is not a party to the transaction.

For Virtual Items, your order will represent an offer to us to purchase the relevant product(s) which will be accepted by us when we make the Virtual Items available in your account for you to use in our games or debit your credit card, whichever comes first.

The provision of Virtual Items for use in Zynga games is a service provided by Zynga that commences immediately upon acceptance by Zynga of your purchase. By ordering Virtual Items you agree and accept that Zynga will provide them to you immediately following completion of your purchase. If you reside in the European Union and you purchase a product or service from Zynga, you have the right to withdraw from a purchase within seven calendar days, commencing on the day after the date of purchase (the "Cooling Off Period"). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling Off Period. Accordingly, please note that if you purchase Virtual Items from us, your right of withdrawal is lost as the performance of our services begins immediately once your purchase is completed.

### 3.2. Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Zynga may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT ZYNGA IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

## 4. THIRD PARTY ADVERTISING

### 4.1. Third Party Advertisements

You understand that the Service and Zynga games may feature advertisements from Zynga or third parties. Zynga's disclosure of information for third party advertising is addressed in [Zynga's Privacy Policy](#).

### 4.2. Links to Third Party Sites And Dealings With Advertisers

Zynga may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving optional Services and/or upgrades (such as in-game currency). Any charges or obligations you incur in your dealings with these third parties are your responsibility. Zynga makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from our Service, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under the control of Zynga and may collect data or solicit personal information from you. Zynga is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement of Zynga of these linked sites.

## 5. COPYRIGHT NOTICES/COMPLAINTS

It is Zynga's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to [Zynga's Copyright Page](#) to review our DMCA Notification Guidelines. Zynga reserves the right to terminate without notice any User's access to the Zynga Service if that User is determined by Zynga to be a "repeat infringer." In addition, Zynga accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

## 6. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. Zynga may require that you accept updates to the Service and to Zynga's games you have installed on your computer. You acknowledge and agree that Zynga may update the Service and Zynga games, with or without notifying you. You may need to update third party software from time to time in order to receive the Service and play Zynga's Games.

## 7. DISCLAIMERS / LIMITATIONS / WAIVERS / INDEMNIFICATION

### 7.1. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER ZYNGA NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ZYNGA PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

### 7.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE ZYNGA PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ZYNGA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ZYNGA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

UNDER NO CIRCUMSTANCES WILL THE ZYNGA PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID ZYNGA IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ZYNGA ANY AMOUNTS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ZYNGA IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.

### 7.3. Indemnification

You agree to indemnify, save, and hold Zynga, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Zynga reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Zynga, and you agree to cooperate with Zynga's defense of these claims. Zynga will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Service.

## 8. DISPUTE RESOLUTION

### 8.1. General

If a dispute arises between you and Zynga, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Zynga agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to [Customer Support](#). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

### 8.2. Law and Forum for Legal Disputes

If you are a resident of the United States or Japan, this Agreement and any dispute arising out of or related to it or the Service shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of

law provisions. You agree that any claim or dispute you may have against Zynga Inc. must be resolved exclusively by a state or federal court located in San Francisco County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, California for the purpose of litigating all such claims or disputes.

If you reside outside of the United States or Japan, this Agreement and any dispute arising out of or related to it or the Service shall be governed in all respects by the laws of the Grand Duchy of Luxembourg and shall be considered to have been made and accepted in the Grand Duchy of Luxembourg, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Zynga Luxembourg S.a.r.l. must be resolved exclusively by the courts in Luxembourg, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts in Luxembourg for the purpose of litigating all such claims or disputes.

### 8.3. Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

### 8.4. Improperly Filed Claims

All claims you bring against Zynga must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to Section 8.2 shall be considered improperly filed. Should you file a claim contrary to Section 8.2, Zynga shall be entitled to recover attorneys' fees and costs up to \$1000, provided that Zynga has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## 9. SEVERABILITY

You and Zynga agree that if any portion of these Terms of Service or of the Zynga Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

## 10. GENERAL PROVISIONS

### 10.1. Assignment

Zynga may assign or delegate these Terms of Service and/or the Zynga Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Zynga's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

### 10.2. Supplemental Policies

Zynga may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service.

### 10.3. Entire Agreement

These Terms of Service, any Supplemental Policies and any documents expressly incorporated by reference herein (including the Zynga Privacy Policy), contain the entire understanding of you and Zynga, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

### 10.4. No Waiver

The failure of Zynga to require or enforce strict performance by you of any provision of these Terms of Service or the Zynga Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Zynga's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Zynga of any provision, condition, or requirement of these Terms of Service or the Zynga Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in this these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Zynga shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Zynga.

### 10.5. Notices

We may notify you via postings on [www.zynga.com](http://www.zynga.com), and via e-mail or any other communications means to contact information you provide to us. If you are a user in the United States or Japan, all notices given by you or required from you under these Terms of Service or the Zynga Privacy Policy shall be in writing and addressed to: Zynga Inc. Attn: LEGAL DEPARTMENT, 4104 24th Street, #363, San Francisco, CA 94114-3615. If you are a user outside of the United States or Japan, all notices given by you or required from you under these Terms of Service or the Zynga Privacy Policy shall be in writing and addressed to: Zynga Luxembourg S.a.r.l. located at 65, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

## 10.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to Zynga are of a unique and irreplaceable nature, the loss of which shall irreparably harm Zynga and which cannot be replaced by monetary damages alone so that Zynga shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service or any Zynga game, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7.2 (if any).

## 10.7. Force Majeure

Zynga shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Zynga, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Zynga's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

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# Exhibit 4



**Mafia Wars Facebook Black Market**  
*-Your Trusted Source for Mafia Wars Loot*

[Home](#) [Contact Us](#) [FAQs](#)

## Welcome to Mafia Wars Facebook Black Market!

[15,000+ Satisfied Donors and over 500,000 items gifted!](#)

We are Offering **Free Mafia Wars Loot** with Every Donation to our Site! All you pay for is shipping and handling!!  
All shipments are final and in USD via PayPal.  
If you don't see what you want, send us a message. We'll get it for you.

**IMPORTANT NOTE FOR FIRST TIME SERVICE USERS:**

**Please provide your facebook ID or e-mail that is associated with your Facebook account when ordering!!!  
We need this information so that we can add you as a friend, and ship your loot!**

### Weapons, Armor, Vehicles Loot

(You may need to click "refresh" button if you don't see drop-down menus)

**Limited Time Special!!!!**

**Complete Lotto  
Collection!!!  
(only \$49.95!)  
A 50% savings!**

**Includes:** Bingo Card, Deck of Cards, Dice, Roulette Wheel, Slot Machine, Craps Table, Baccarat Shoe

[\[Feel what it is like to go on STEROIDS for loot drops\]](#)

### Moscow Loot

**Shturmovik  
(Armor)  
45 Attack, 28 Defense**

**Executive Overcoat  
(Armor)  
22 Attack, 45 Defense**

**Zmeya Carbon Blade  
(Weapon)  
28 Attack, 44 Defense**

<b>Ubijca Assault Rifle</b> (Weapon) <b>43 Attack, 18 Defense</b>	
<b>Zoloto Sports Car</b> (Vehicle) <b>43 Attack, 22 Defense</b>	
<b>Konstantin Cargo Carrier</b> (Vehicle) <b>18 Attack, 44 Defense</b>	
<b>Orel Armored Helicopter</b> (Vehicle) <b>[24 Atk, 40 Def]</b>	
<b>Armored Briefcase</b> (Armor) <b>[25 Atk, 36 Def]</b>	
<b>PNV</b> (Armor) <b>[21 Atk, 31 Def]</b>	

## Cuba Loot

<b>Armored State Car</b> (Vehicle) <b>30 Attack, 42 Defense</b>	
<b>Track Loader</b> (Vehicle) <b>37 Attack, 32 Defense</b>	

<b>Canonazo</b> (Weapon) 42 Attack, 22 Defense	
<b>TNT</b> (Weapon) 42 Attack, 20 Defense	
<b>Gaff Hook</b> (Weapon) 20 Attack, 35 Defense	
<b>HU-9</b> (Vehicle) 36 Attack, 27 Defense	
<b>Guerrilla Squads</b> (Armor) 34 Attack, 30 Defense	

### Special Loot

<b>Red Coats</b> [8 Atk, 38 Def] <u>(very rare)</u>
<b>Politico Corrupto</b>
<b>Blackmail Photos</b>
<b>Computer Set-up</b>



**Illegal  
Transaction  
Records**

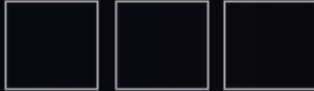
**Untraceable  
Cell Phone**

**Concealable  
Camera**

**It's easy to get your FREE items right away.**

**Just follow these simple steps:** 1. Select the items that you need from our drop-down menu. 2. Pay for shipping with confidence online via PayPal.  
3. Once order is confirmed, we will e-mail you instruction to receive loot.  
4. Loot will be received in your PayPal account.  
5. All you pay for is shipping!

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**Mafia Wars Facebook Black Market**  
*-Your Trusted Source for Mafia Wars Loot*

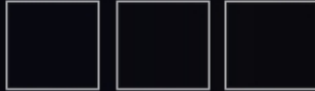
[Home](#) [Contact Us](#) [FAQs](#)

## Contact Us

If you have any questions, please send us an e-mail to:

[mafiaWarsBlackMarket@gmail.com](mailto:mafiaWarsBlackMarket@gmail.com)

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**Mafia Wars Facebook Black Market**  
*-Your Trusted Source for Mafia Wars Loot*

[Home](#) [Contact Us](#) [FAQs](#)

## FAQs

Q: How do I receive my loot?

**A: If you are a first-time customer, please send a message to [mafiawarsblackmarket@gmail.com](mailto:mafiawarsblackmarket@gmail.com) with your order. The administrator there will tell you which account to add as a friend and into your mafia to receive loot.**

Q: Who should I contact if I have questions?

**A: If you have questions, please contact [mafiawarsblackmarket@gmail.com](mailto:mafiawarsblackmarket@gmail.com). We will return your e-mail within 24-hours or less.**

Q: Are you selling loot?

**A: No, we are not selling loot at all. What we charge for is the transfer and collection of items. The loot that you get on this site is 100% free!**

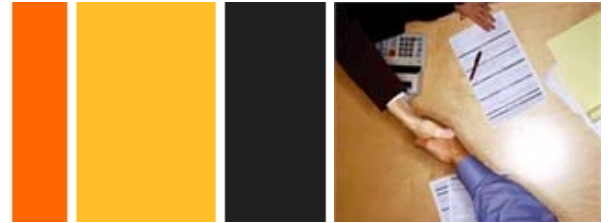
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# Exhibit 5



# MWF Express

## Mafia Wars FACEBOOK Express!



**Store**   [About Us](#)   [Contact Us](#)

# Welcome to MWF Express!

(Mafia Wars FACEBOOK Express)

**15,000+ Satisfied Donors and over 500,000 items gifted!**

We are Offering Free Mafia Wars Loot with Every Donation to our Site!

All you pay for is shipping and handling!!

All shipments are final and in USD via PayPal.

## Weapons, Armor, Vehicles Loot

(You may need to click "refresh" button if you don't see drop-down menus)

<p><b>Limited Time Special!!!!</b></p> <p>Complete Lotto Collection!!! <b>(very rare)</b></p>	<p>Complete Lotto Collection</p> <p>Complete Lotto Collection \$195.00</p> <p><b>Add to Cart</b></p> <p><b>Includes:</b> Bingo Card, Deck of Cards, Dice, Roulette Wheel, Slot Machine, Craps Table, Baccarat Shoe</p> <p>[Feel what it is like to go on STEROIDS for loot drops]</p>
<p><b>Limited Time Special!!!!</b></p> <p>Red Coats [8 Atk, 38 Def] <b>(very rare)</b></p>	<p>Red Coats</p> <p>100 Red Coats \$99.00</p> <p><b>Add to Cart</b></p>

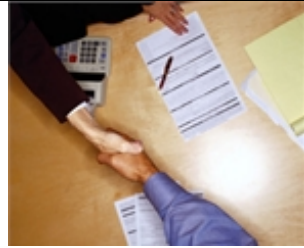
## Moscow Loot

<p><b>Ubijca Assault Rifle (NEW!) (Weapon)</b> 43 Attack, 18 Defense</p>	<p>Ubijca Assault Rifle</p> <p>100 Ubijca Assault Rifles \$42.50</p> <p><b>Add to Cart</b></p>
<p><b>Zmeya Carbon Blade (NEW!) (Weapon)</b> 28 Attack, 44 Defense</p>	<p>Zmeya Carbon Blade</p> <p>100 Zmeya Carbon Blades \$42.50</p> <p><b>Add to Cart</b></p>
<p><b>Executive Overcoat (NEW!) (Armor)</b> 22 Attack, 45 Defense</p>	<p>Executive Overcoat</p> <p>100 Executive Overcoats \$42.50</p> <p><b>Add to Cart</b></p>
<p><b>Shturmovik (Armor)</b> [45 Atk, 28 Def]</p>	<p>Shturmoviks</p> <p>25 Shturmoviks \$12.50</p> <p><b>Add to Cart</b></p>
<p><b>Zoloto Sports Car (NEW!)</b></p>	<p>Zoloto Sports Car</p>

Exhibit 5  
Page 31

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MWF Express  
Mafia Wars FACEBOOK Express!



Home

**Welcome to MWF Express!**(Mafia Wars FACEBOOK Express)

15,000+ Satisfied Donors and over 500,000 items gifted!

We are Offering Free Mafia Wars Loot!

**It's easy to get your FREE items right away.**

**Contact Us at: [mwfexpress@gmail.com](mailto:mwfexpress@gmail.com) for details!**

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# Exhibit 6

# Mafia Wars Direct



Home

## Mafia Wars Top Weapons

[Ubijca Assault Rifle](#) [43att - 18def] - [Best Attack Weapon](#)

[Shturmovik](#) [45att - 28def] - [Best Attack Armor](#)

[Zoloto Sports Car](#) [43att - 22def] - [Best Attack Vehicle](#)

[Zmeya Carbon Blade](#) [28att - 44def] - [Best Defense Weapon](#)

[Executive Overcoat](#) [22att - 45def] - [Best Defense Armor](#)

[Konstantin Cargo Carrier](#) [18att - 44def] - [Best Defense Vehicle](#)

**For more information:**

[mafia warsdirect@gmail.com](mailto:mafia warsdirect@gmail.com)

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