

Insert Image (FIREFOX EXTENSION) END USER LICENSE AGREEMENT (EULA)

Last Updated: April, 2010

1. DEFINITIONS

Agreement: this agreement including revisions thereof.

End User: the person that uses the Extension on a computer, or any other hardware, regardless of whether this person has downloaded or installed Software.

Author : Fixxr.com

Extension: Insert Image is a Firefox extension by Fixxr.com including without limitation of the UI and Source Code, as well as any future programming fixes, updates and upgrades thereof.

2. LICENSE GRANT

2.1. Subject to the terms of the Agreement, the Author hereby grants to End User a non-exclusive, nontransferable license, without rights to sublicense, to (i) download, install and use the Extension on a computer or any other device. (ii) add any localizations to the extension (iii) look at but not modify the source code of the extension.

2.2. End User is not entitled to any modification of the extension, unless End User has requested to do so and the Author has confirmed in writing its consent thereto. End User acknowledges and agrees that he will abide by the additional Terms of Distribution that the Author imposes in said confirmation.

3. LICENSE RESTRICTIONS

3.1 Notwithstanding the grant of license as set out in article 2.1, End User will not: a) sell, assign, rent, lease, grant rights to third parties with regard to the Extension or Source Code/Files or any part thereof, without prior written consent thereto from the Author; b) charge any person or party for the use of Extension; c) undertake, cause, permit or authorize the modification, creation of derivative works, reverse engineering or hacking of the Extension or Source Code/Files or any part thereof.

3.2. In its sole discretion, Author is entitled but under no circumstance obliged to:

- a) add additional features or functions, or to provide programming fixes, updates and upgrades, to the Extension; and
- b) make available any subsequent versions of the Extension.

In the event of End User downloading, installing or using such addition or availability, End User acknowledges and agrees that he may have to enter into a renewed version of the Agreement.

3.3. The Agreement applies to downloading, installing and using the Extension for the cost set by the Author.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Any and all intellectual property rights vested in or arising from the (use of the) Extension, including but not limited to copyrights and know how, as well as any derivative works are and shall remain the exclusive property of the Author at all time. Nothing in the Agreement intends to transfer any such rights to, or to vest any such rights in End User. End User is only entitled to the limited use of the rights as granted in, and according to the terms of, the Agreement.

4.2. End User will not remove, obscure, make illegible or alter any notices or indications of the (intellectual property) rights of Author and its ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to such materials.

4.3. All intellectual property rights vested in any localizations, if any, made by End User will be and remain the sole and exclusive property of Author without any compensation to End User. End User hereby irrevocably waives to the extent permitted by law any moral rights relating to such localizations. End User furthermore represents and warrants that:

- a) End User is authorized to assign the rights as stated above;
- b) the localizations are correct and accurate, and
- c) the localizations do not infringe upon any third parties' rights, including but not limited to intellectual property rights.

5. WARRANTIES END USER

5.1 End User warrants that he/she:

- a) is authorized to enter into the Agreement and comply with its terms;
- b) will at any and all times comply with all obligations of hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Extension;
- c) all information provided by End User to Author is and remains true, accurate, current and complete;

6. NO WARRANTIES

6.1. The Extension and services are provided 'as is'. Author makes no warranties, claims or representations, either express or implied, or statutory, with respect to the Extension or related services, including but not limited to warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor any warranties will come into existence by course of dealing, course of performance, or trade usage.

6.2. Author does not represent or warrant that the Extension or any related services will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free.

6.3. End User acknowledges and agrees that the entire risk arising out of the use or performance of the Extension and services remains with End User to the maximum extent permitted by law.

6.4. No liability for consequential damages. In no event shall Author be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Extension, even if Author has been advised of the possibility of such damages.

7. SUSPENSION AND TERMINATION

7.1. The Agreement will be effective as of the date End User accepts the Agreement, and will remain in effect until terminated by either party as set forth below.

7.2. Author, in its sole discretion, may modify or discontinue or suspend the ability of End User to use any version of the Extension at any time, without prior notice, with or without cause, with immediate effect and without recourse to the courts.

7.3. End User may terminate the Agreement without prior notice, with immediate effect at any time, with or without cause and without recourse to the courts. Upon termination of this Agreement, all licenses and rights to use the Extension shall terminate. From date of said termination, End User will cease any and all use of the Extension, and will remove the Extension from all hard drives, networks and other storage media and destroy all copies of the Extension in possession or under control of End User.

7.4. End User will not be entitled to any refund of money paid to Author, if any, as a result of termination of the

Agreement.

8. TERMS OF USE

8.1 End User may use Insert Image for lawful purposes only. End User is solely responsible for all of their activities with respect to Insert Image, including any and all liability arising out of the use of Insert Image by user or others.

8.2 End User acknowledges and agrees that Insert Image will modify his/her web browsing experience and specifically will:

- a) Substitute some of the advertisements that would otherwise have been displayed to user, and
- b) Prepend affiliate code to some of the links user clicks, while preserving the intended ending web page, on the web pages that user may browse.

8.3 End User hereby expressly acknowledge and agrees that neither Fixxr.com nor any of its licensors, including without limitation 1) Fat Plug, LLC., a Utah limited liability company ("Fat Plug"), and 2) Driving Revenue Inc., an Illinois Corporation ("Driving Revenue"), shall be liable for any damages, losses, costs or expenses arising out of users use of Insert Image to access any website, content, materials or software of any third party.

8.4 End User further acknowledges and agrees that it is users sole responsibility to ensure that his/her use of Insert Image does not infringe upon the intellectual property rights or other rights of any third party.

8.5 End User (or the organization that you have the authority to bind, if applicable) agree to indemnify and hold Fixxr.com and its licensors, including without limitation Fat Plug, and Driving Revenue, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of users use of Insert Image, users violation of any terms or conditions of this Agreement, user violation of applicable laws, or any violation of any rights of another person or entity arising from users use of Insert Image.

9. PRIVACY POLICY

9.1 Author abides by the privacy policy that is published on fixxr.com and applies to the use of the personal data of End User, the traffic data as well as the content contained in the communication of End User.

10. MISCELLANEOUS

10.1. Author reserves the right to modify the Agreement at any time by providing such revised Agreement to End User or by publishing the revised Agreement on the website. The continued use of the Extension shall constitute acceptance by End User to be bound by the terms and conditions of such revised Agreement.

10.2. The terms and conditions of the Agreement constitute the entire agreement between Author and End User with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

10.3. Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of the Agreement shall nonetheless remain in full force and effect.

10.4. The failure of Author at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by Author.

10.5. End User is not entitled to assign the Agreement or any right hereunder to any third party.

10.6. Author is allowed to at its sole discretion assign the Agreement or any rights hereunder to any third party, without prior notice.

10.7. End User expressly acknowledges to have read the Agreement and understand the rights, obligations, terms and conditions set forth herein. By clicking on the accept button and/or continuing to download and install the Extension, End User expressly agrees to be bound by its terms and conditions and grant to Author the rights as set forth herein.