

STARLIGHT TERMS OF USE

Updated as of March 10, 2003

The Starlight Children's Foundation, a California nonprofit public benefit corporation ("STARLIGHT," "we," "us"), provides the www.starlight.org site and all site-related services (collectively, the "Site"). By accessing and using the Site, you agree to be bound by the terms and conditions of these Terms of Use (this "Agreement"). It is important that you read carefully and understand this Agreement. If you do not agree to this Agreement, please do not access or use the Site. As used in this Agreement, "you," "yourself," and "your" means and refers to you on behalf of yourself and if applicable your child (or minor to whom you are the legal guardian).

We reserve the right at any time to:

- Change the terms and conditions of this Agreement; or
- Change the Site, including eliminating or discontinuing any content on or feature of the Site.

Any changes we make to this Agreement will be effective automatically seven (7) days after posting such changes on the Site. We may also provide notice of such changes via electronic email. Your continued use of the Site after any such change(s) will be deemed acceptance of such changes. Please return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a nonelectronic version of this Agreement.

1. Code of Conduct. While using the Site and/or Software (as defined below in Section 6), you agree not to:

- Restrict or inhibit any other authorized visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site; provided, however, you may restrict your child's use of the Site as described in the Privacy Policy;
- Allow any person other than your child to use the Site and/or the Software;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, nonpublic information about companies without the authorization to do so; (c) any trade secret of any third party; (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us); or (e) any phone numbers, addresses, Social Security numbers, or any other private information of third parties;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs, Trojan horse, or other harmful or disruptive component;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Software;

- Remove any copyright, trademark or other proprietary rights notices contained in the Site or Software;
- “Frame” or “mirror” any part of the Site without our prior written authorization;
- Link to any page of or content on the Site without written permission by STARLIGHT;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; or Harvest or collect information about Site visitors.

While using the Site and/or Software, you agree to comply with all applicable laws, rules and regulations.

2. Registration. In connection with registering to use any STARLIGHT bulletin board or forum, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form and (b) to maintain and update your information to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement and your use of the Site.

As part of the registration process, you will be asked to select a screen name and password if you do not already have one. We may refuse to grant you a screen name that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your screen name and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, please immediately contact us at privacy@starlight.org. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR SCREEN NAME AND PASSWORD AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

3. Submissions and Postings. Please note that we may host bulletin boards, chat rooms and other communication forums on the Site (collectively, the "Forums") and therefore redistribute chats, postings and other materials posted or otherwise submitted by you while using the Site, we require certain rights in those chats, postings and materials (collectively, “Materials”). Therefore, sending or transmitting to us Materials, including creative suggestions, ideas, notes, concepts, information, or any other images, pictures and materials, or by posting such Materials to any area of the Site (including by participating in a chat room conversation), you hereby transfer all right, title and ownership to such Materials to us and you hereby grant us a worldwide, nonexclusive, sublicensable (through multiple tiers), assignable, royaltyfree, perpetual, irrevocable right and license to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, edit, change, modify in any manner, make, have made, and import such Materials in any media now known or hereafter developed, for any purpose whatsoever, without compensation to the provider or owner of the Materials and you hereby waive any moral rights you may have in any such Materials. Except as specifically set forth in this Terms of Use or the Privacy Policy, none of the Materials

shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of any Materials.

4. Forums. Visitors may occasionally post messages or make statements that are offensive, inaccurate, misleading, or deceptive, whether intentionally or unintentionally. We neither endorse nor are responsible for any opinion, advice, information, or statement made or displayed on the Site or Forums by third parties, whether such third parties are visitors of the Site or otherwise. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site.

The opinions expressed in the Forums reflect solely the opinion(s) of the participants – our visitors – and may not reflect the opinion(s) of STARLIGHT. We have no obligation to monitor the Site or the Forums, or any other materials that you or other third parties transmit or post on to the Site or the Forums. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Site and the Forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a Forum); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors, and our visitors, and to comply with legal obligations or governmental requests.

5. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by STARLIGHT infringe your copyright (for example, materials posted to the Site on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow STARLIGHT to locate the material on the Site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) 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. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send STARLIGHT a counternotice.

Notices and counternotices must meet the current statutory requirements imposed by the DMCA; see the Library of Congress' United States Copyright Office for details. Notices and counternotices with respect to the Site should be sent to: The Starlight STARLIGHT Children's

Foundation, Attention: Web Site Administrator, 5757 Wilshire Blvd., Suite M100, Los Angeles, CA 90036, (310) 479.1212.

We suggest that you consult your legal advisor before filing a notice or counternotice. Also, be aware that there can be penalties for false claims under the DMCA.

6. Ownership and Restrictions on Use. The Site is owned and operated by us in conjunction with others pursuant to contractual arrangements. You may not copy, reproduce, republish, upload, post, transmit or distribute materials from the Site in any way, without our prior written permission. The Site and Software, and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You may not copy, reproduce, republish, upload, post, transmit or distribute any materials, content or information available on or through the Site in any way without our prior written permission.

The Site and Software may be used solely to the extent necessary for your authorized use of the Site, as provided in this Agreement. Modification of such materials, content or information, or the use thereof for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

If you download any software from the Site, such software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed on a limited basis to you by us or the owner of such Software. Title to the Software is not transferred to you. You own the medium on which the Software is recorded, but we retain all right, title, and interest in and to the Software, and all intellectual property rights therein. You may not resell, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form, or transfer the Software to any third party.

The trademarks, logos, and service marks displayed on the Site, including the STARLIGHT trademark (collectively, the "Trademarks") are the registered and unregistered trademarks of STARLIGHT, STARLIGHT's licensors and suppliers, and others. The Trademarks owned by STARLIGHT, whether registered or unregistered, may not be used in connection with any product or service that is not STARLIGHT's, in any manner that is likely to cause confusion with customers, or in any manner that disparages STARLIGHT. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark.

7. Jurisdictional Issues. The Site is solely directed to individuals residing in the United States. We make no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is further subject to United States export controls which you agree to comply with. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film, or other product described thereon to any person,

geographic area, or jurisdiction it so desires, at any time and in our sole discretion, and to limit the quantities of any such service, program, film, or other product that we provide.

8. Activities and Games. Any activities and games that are now in the future accessible through the Site may be governed by specific rules. By entering and/or participating in such activities or contests, you will become subject to those rules. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy, which, in addition to this Agreement, governs any information you submit in connection with such activities and games.

9. Termination. This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this Agreement by any party, your right to use the Site shall immediately cease, and you shall destroy all materials obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise.

10. Disclaimers. STARLIGHT DOES NOT INTEND FOR ANY OF THE INFORMATION ON THE SITE OR THE PRODUCTS AVAILABLE FOR ORDER ON THE SITE TO SERVE AS MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL CARE. WE DO NOT GUARANTY OR WARRANT THAT THE INFORMATION CONTAINED WITHIN THE SITE OR SUCH PRODUCTS IS ACCURATE, COMPLETE OR UP TO DATE, AND NO INDIVIDUAL SHOULD RELY ON SUCH INFORMATION. THE SITE, THE MATERIALS ON THE SITE, ANY PRODUCT OR SERVICE OBTAINED THROUGH THE ACCESS OR USE OF THE SITE, ANY CONTENT, INFORMATION, PRODUCT OR SERVICE OBTAINED FROM ANOTHER SITE ACCESSIBLE THROUGH THE USE OF THE SITE, AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STARLIGHT AND ITS AFFILIATES, SUPPLIERS, ADVERTISERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. STARLIGHT AND ITS AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERRORFREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ANY AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF STARLIGHT OR ITS

AFFILIATES, SUPPLIERS, AGENTS, MEMBERS, OR VISITORS, WHETHER MADE ON THE SITE, IN THE SOFTWARE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT STARLIGHT DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE CONTENT, PRIVACY PRACTICES OR OTHER TERMS AND CONDITIONS THAT GOVERN YOUR USE OF ANY THIRD PARTY SITE THAT MAY BE ACCESSED THROUGH THE USE OF THE SITE AND THAT YOUR USE OF ANY SUCH THIRD PARTY SITES ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that the Site or Forums could include inaccuracies or errors, or materials that violate these Terms of Use (specifically, the Code of Conduct above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or Forums.

Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that such a situation arises, please contact us at info@starlight.org with, if possible, a description of the material to be checked and the location where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement" above.

11. Limitation of Liability. NEITHER STARLIGHT NOR ITS SUPPLIERS, AFFILIATES, OR AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, THE SOFTWARE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SOFTWARE, AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE AND/OR SOFTWARE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO STARLIGHT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO USE AND ACCESS THE SITE.

12. Indemnification. You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct above; (b) any allegation that any materials that you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

13. Miscellaneous. This Agreement is governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. This Agreement shall be governed by and construed in accordance with the laws of the State

of California, without reference to its conflicts of law provisions. Any dispute, claim or matter arising from or relating to your use of the Site and Software or this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Los Angeles, California, and you hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between you and STARLIGHT relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between you and STARLIGHT. This Agreement is not assignable, transferable or sublicenseable by you except with STARLIGHT's prior written consent. Any waiver by STARLIGHT must be in writing in order to be valid. 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. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.