

KGRUPPE LLC SUBSCRIBER AGREEMENT

Please carefully read this document. You must agree to the terms set forth in the Subscriber Agreement to be allowed to subscribe to TAKAMO, TAKAMO UNIVERSE and any other content offered by Kgruppe LLC or its affiliates.

SUBSCRIBER AGREEMENT

This Agreement is your entire agreement with Kgruppe LLC, hereinafter referred to as Kgruppe, and your use of Kgruppe products and services. There may be additional terms and conditions if you use affiliate services such as third-party software and/or services. To access Kgruppe products and services, you must accept the terms of this agreement and comply with the Kgruppe Community Guidelines, and Kgruppe Privacy Policy. To be a Kgruppe subscriber, you must be at least eighteen years old. If you are not yet eighteen years old, you may still use Kgruppe products and services, but only if the account is created and registered by your parent or guardian.

When you accept this agreement and complete the Kgruppe subscription process, you become the main account holder. As the main account holder, you are responsible for all activity on your account, and violations can lead to the termination of the account. You may also receive important periodic notices about your subscription. Because you are responsible for all use of your account, you should supervise the use of your account by others. You agree not to reveal your password to other subscribers nor to ask other subscribers for their password and you agree to indemnify and hold Kgruppe harmless for any improper or illegal use of your account. This includes illegal or improper use by someone to whom you have given permission to use your account. If your subscription is terminated for violating this agreement, the Kgruppe Community Guidelines, or Kgruppe Privacy Policy, Kgruppe's express permission will be necessary before you will be allowed to subscribe to Kgruppe products and services again.

CHARGES AND BILLING

Kgruppe reserves the right to change our fees or billing methods at any time and Kgruppe will provide notice of any such change at least thirty days in advance in the same manner described above for changes to the Subscriber Agreement. Kgruppe also has the right to collect applicable taxes and impose surcharges for some products and services. If you don't like the changes in fees or billing methods, you may cancel your subscription at any time, but Kgruppe will not refund any remaining portion of the monthly subscription fee when you cancel your subscription on or after the first of the month.

There may be extra charges to access certain specialty material on Kgruppe's web site. Kgruppe will provide notice of any extra charge before you enter the specialty material area. You are responsible for any charges for specialty material incurred using your account. Kgruppe may provide access to a variety of third-party vendors, who provide

material, goods and services on the Internet. Any separate charges or obligations you incur in your dealings with these third-parties are your responsibility and are not part of the fee charged for your Kgruppe subscription.

As a Subscriber, you agree to pay by PayPal. We will be charging your designated account every month, but some charges may accumulate on your Kgruppe account before they are charged to PayPal your account. Every time you use Kgruppe products or services, you re-affirm that Kgruppe is authorized to charge your PayPal account at the regular subscription rate for that month.

We expect you to pay for your subscription promptly. If your payment is overdue, Kgruppe reserves the right to, and you agree that Kgruppe may, suspend or terminate service without further notice. You will have thirty days from the date on your account statement to pay your bill without incurring additional late fees. Kgruppe will assess an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge if your payment is more than 30 days past due. That amount is due immediately. You are responsible and liable for any fees, including attorney and collection fees, that Kgruppe may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel your subscription or are terminated. You should let us know about any billing problems or discrepancies within ninety (90) days after they first appear on your account statement. If you do not bring them to Kgruppe's attention within ninety (90) days, you agree that you waive your right to dispute such problems or discrepancies.

Any telephone charges incurred connecting to or accessing Kgruppe products and/or services are your responsibility.

CONDUCT AND MATERIAL

By material, we mean the text, software communications, images, sounds, and other information provided online. Kgruppe does not assume any responsibility or liability for material that is provided by others. Kgruppe does reserve the right to remove material that, in Kgruppe's judgement, does not meet its standards or does not comply with Kgruppe's current Community Guidelines, or current Privacy Policy, but Kgruppe is not responsible for any failure or delay in removing such material. Kgruppe is not responsible for material available on the Internet.

There are standards that you must abide by as a Kgruppe subscriber. These standards are described in the Kgruppe Community Guidelines. As a Kgruppe subscriber, you agree to follow the Kgruppe Community Guidelines and you acknowledge that Kgruppe has the right to enforce them in its sole discretion. This means that if you, or anyone using your account, violate the Kgruppe Community Guidelines, Kgruppe may take action against your account. This can range from the issuance of a warning about a violation to the termination of your account. You understand that Kgruppe is not required to provide notice prior to terminating your account for violating these rules and

standards, but it may choose to do so. Additionally, as a Kgruppe subscriber, you may have access to other Kgruppe branded services that are available to both Kgruppe subscribers and to other Internet users. When using these Kgruppe branded services, your conduct remains subject to this Subscription Agreement; however, non-Kgruppe subscribers who use these services are not subject to this Subscription Agreement and as a result you understand that these other users may not be governed by the same rules or standards. The Community Guidelines may change at any time. You may always find the most current version of the Kgruppe Community Guidelines at the Kgruppe Legal Web page.

PROPRIETARY RIGHTS

Any material that you upload or download while using the service must be authorized; this means you must have the legal right to upload or download the material. You must not copy, transmit, modify, distribute, show in public or in private or create any derivative works from any of the material you find on Kgruppe, unless you have the legal right to do so. Making unauthorized copies of any material found on Kgruppe can lead to the termination of your Kgruppe account and may even subject you to further legal action beyond the termination of your subscription. Similarly, other material owners may take criminal or civil action against you. In that event, you agree to hold harmless Kgruppe and its subsidiaries, affiliates, related companies, employees, officers, directors and agents.

You understand that some areas of Kgruppe are "public," like message boards, forums, and other members will have access to your posted material and might copy, modify or distribute it. By submitting or posting material there, you are representing that you are the owner of such material or have authorization to distribute it. Once you post material on Kgruppe, you expressly grant Kgruppe the complete right to use, reproduce, modify, distribute, etc. the material in any form, anywhere.

SOFTWARE LICENSES

Kgruppe provides you with a limited license to use our software, which you agree to use in accordance with these rules. You may not sub-license, or charge others to use or access, our software without first obtaining written permission from Kgruppe.

Kgruppe grants to you a non-exclusive, limited license to use Kgruppe software that may be provided to you to connect to Kgruppe from authorized locations and to use Kgruppe products and services in accordance with this agreement. This license is subject to the restriction that, except where expressly permitted by law, you may not translate, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works from Kgruppe software. You may not modify Kgruppe software or use it in any way not expressly authorized by this Agreement. You understand that Kgruppe's introduction of various technologies may not be consistent across all platforms and that the performance and some features offered by Kgruppe may vary depending on your computer and other equipment.

WARRANTY

SUBSCRIBER EXPRESSLY AGREES THAT THE USE OF KGRUPPE, KGRUPPE SOFTWARE, AND THE INTERNET IS AT SUBSCRIBERS SOLE RISK. KGRUPPE, KGRUPPE SOFTWARE, KGRUPPE PRODUCTS, THIRD-PARTY VIRUS CHECKING TECHNOLOGY AND THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. KGRUPPE PROVIDES KGRUPPE SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT KGRUPPE WILL HAVE ADEQUATE CAPACITY FOR THE SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. KGRUPPE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SOFTWARE PROVIDED OR USED BY KGRUPPE SHALL BE THE REPLACEMENT OF ANY KGRUPPE SOFTWARE FOUND TO BE DEFECTIVE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH KGRUPPE IS THE CANCELLATION OF YOUR ACCOUNT. IN NO CASE SHALL KGRUPPE BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF KGRUPPE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR SUBSCRIPTION TO, OR USE OF, KGRUPPE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, KGRUPPE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. KGRUPPE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH KGRUPPE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

INDEMNIFICATION

Upon a request by Kgruppe, you agree to defend, indemnify and hold harmless Kgruppe and its affiliated subsidiaries, employees, contractors, officers, directors, telecommunications providers and material providers from all liabilities, claims and expenses, including attorney fees, that arise from a breach of this Subscriber Agreement for which you are responsible or from the use of Kgruppe or the Internet, or in connection with your transmission of any material on or through Kgruppe products or services. Kgruppe reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a subscriber. In that event, the subscriber shall have no further obligation to provide indemnification for Kgruppe in that matter.

TERMINATION, CANCELLATION AND REFUNDS

Either you or Kgruppe may terminate or cancel your subscription at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with Kgruppe. This includes, but is not limited

to, any dispute related to, or arising out of: (1) any term of this Agreement or Kgruppe's enforcement or application of this Agreement; (2) any policy or practice of Kgruppe, including Kgruppe's Community Guidelines and the Kgruppe Privacy Policy, or Kgruppe's enforcement or application of these guidelines and policies; (3) the material available through Kgruppe or the Internet or any change in material provided through Kgruppe; (4) your ability to access and/or use Kgruppe; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

You can cancel your subscription by delivering notice to Kgruppe Customer Service at Kgruppe@takamouniverse.com, or by sending your cancellation request via US Mail to: Kgruppe LLC, 5410 NW Fairway Drive, Lincoln, NE, 68521. Cancellation will take effect within 72 hours of receipt of your request, and Kgruppe will send you written confirmation by electronic means (E-mail). If you cancel near the end of your billing period and are inadvertently charged for the next month's fee, you may contact the Kgruppe Customer Service at <http://www.takamouniverse.com> to obtain a refund of the inadvertent charge. Kgruppe reserves the right to collect fees, surcharges or costs incurred before you cancel your Kgruppe subscription. In addition, you are responsible for any charges incurred to third-party vendors or material providers prior to your cancellation.

In the event that your account is terminated or canceled, no refund, including any subscription fees, will be granted, except inadvertent charges or advance payments; no credits will be credited to you nor can any previously earned credits be converted to cash or other form of reimbursement. Active Kgruppe subscribers may not allow former subscribers or other agents whose subscriptions have been terminated to use their accounts. Any delinquent or unpaid accounts with Kgruppe must be resolved before you may re-register with Kgruppe.

LAW AND LEGAL NOTICES

The Subscription Agreement represents your entire agreement with Kgruppe. You agree that this Subscription Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that the Kgruppe Community Guidelines and Kgruppe Privacy Policy, including Kgruppe's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The laws of the State of Nebraska govern this Agreement and your subscription. As noted above, subscriber conduct may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Kgruppe or relating in any way to your subscription or your use of Kgruppe resides in the courts of Nebraska and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Nebraska in connection with any such dispute including any

claim involving Kgruppe or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and material providers.

You agree to abide by United States and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any material or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Kgruppe any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this agreement.

I AGREE

I DO NOT AGREE

Takamo Copyright © 2013, Takamo Universe Copyright © 2013, Kgruppe LLC. All Rights Reserved.

Threshold Portal to the Imagination Copyright © 2013, 2002 Kgruppe LLC. All Rights Reserved.