Messenger Plus! comes with an optional sponsor program. Installing it will help keep your favourite MSN Messenger add on alive. If you do not wish to support the developer, you are allowed to refuse and proceed without installing the sponsor.

PLEASE READ THIS END USER LICENSE AGREEMENT AND PRIVACY POLICY CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM. THIS IS A CONTRACT AND BY INDICATING YOUR ACCEPTANCE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT AND THE APPLICABLE PRIVACY POLICY AND WILL BE PERMITTED TO INSTALL THE SOFTWARE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT AND THE PRIVACY POLICY, YOU WILL NOT BE PERMITTED TO INSTALL THE SOFTWARE.

#### End User License Agreement

This End User License Agreement ("Agreement") governs use of C2 Media Ltd.'s ("C2") software product known as lop.com, and related written materials (the "Software") that you are about to install. The term "Software" also includes any upgrades, modified versions or updates of the Software, which may be provided to you from time to time. A copy of the Software will be licensed to you as the registered end user. C2 PROVIDES YOU WITH THE OPPORTUNITY TO DOWNLOAD THIS FREEWARE SOFTWARE AT NO CHARGE OR A REDUCED CHARGE IN RETURN FOR YOUR AGREEMENT TO INSTALL THE SPONSOR SOFTWARE, WHICH WILL PROVIDE YOU WITH ADDITIONAL CONTENT, PROMOTIONAL OFFERS, ADVERTISEMENTS AND OTHER WEB BROWSER ENHANCEMENTS BASED, IN PART, ON KEYWORDS IN THE WEBSITES YOU VISIT. Before you may download and install the Software, you must agree to the terms and conditions of this Agreement.

1) You represent and warrant that you are at least 18 years of age and that you are the owner or are authorized by the owner of this computer to download and install software on this computer. Because the Software is advertising supported and provides additional content based on keywords in the websites you visit, you agree to provide a copy of C2's Privacy Policy and this Agreement to any users of this computer and obtain their consent to this Agreement and the Privacy Policy before installation of the Software, unless you can legally accept this Agreement on behalf of all other users of this computer.

2) By accepting these terms and conditions, the Software will be installed on your computer and your web browser home page and search page will be changed in order to allow access and use of the Software. You further understand that various toolbars and other enhancements such as an Accessory Toolbar, a Desktop Toolbar and a Pass-Through Toolbar may be added to your computer, including your desktop and web browser. The Accessory Toolbar will be added to your web browser and will remain visible as long as the Software is installed and the search page for your web browsers auto search option and default error page are set to a web page determined by the Software. Upon Installation of the Software and the Accessory Toolbar, any other toolbars currently visible will be deactivated, but may be manually reactivated, such as through the view menu of your web browser. (FEATURE REMOVED) If you change

your home page, search page or default error page after installation of the Software, a Pass-Through Toolbar will be installed at the bottom of your web browser and shall remain active as long as the Software is installed and information related to such change, including but not limited to the web address (URL), for the new home page, search page and default error page will be sent to C2's servers or third party servers..(FEATURE <u>REMOVED</u>) The Software does not track the URL of any other website that you or any user visits. A Desktop Toolbar will be installed on your computer as a stand-alone module. (FEATURE REMOVED) Installation of the Software may also add bookmarks to your computer and web browser, and shortcuts to the desktop and various menus. The added bookmarks and shortcuts may be removed manually or via un-installation of the Software. If incorrect host-file entries are detected for this Software's related domain names, those entries will be removed in order for this software to function properly.

3) By accepting this agreement you acknowledge that in order for this software to function properly it must communicate with its host network via the Internet from your computer. You hereby grant your explicit approval for this software to communicate from this computer system through your software firewall or hardware routing system (if present) with C2s' host network. For users of Windows XP Sp2 this softwares host domain names will be added to your web browsers allowed list for popups. Because this software will incorporate as part of your Internet Explorer web browser package and will run as part of that process when active on your system, your firewall or router may not prompt you for communication access once this software is installed.

4) The use and presence of the Software is voluntary and the Software may be uninstalled at any time from your computer. The Software may be removed through a variety of methods, including going to the start menu, selecting Control Panel, Add / Remove Programs, and then selecting the Software for removal. This software will be listed under the name of the freeware application that it is bundled with or under the name "window searching" for generic installation packages. You can also request a separate installer from support@lop.com, or download a separate stand alone uninstaller from the help link on the website bookmarked in your web browser during installation of the Software.

5) Acceptance of this Agreement may be indicated by downloading and installing the Software. Bookmarking to a web page whereby this Agreement is by-passed shall constitute an implicit acceptance of the foregoing terms herein set forth for any copies downloaded or installed by such by-pass. You, or any user, may terminate this Agreement at any time, by removing the Software from your computer through any one of the above described methods, and destroying any other copies of the Software.

6) This Agreement shall be governed by the laws of the United Kingdom. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, the balance of the Agreement shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by

the laws, restrictions or regulations of the United States or the laws of any other country, which may apply. This Agreement shall automatically terminate upon failure to comply with the terms and conditions and you shall immediately delete and uninstall all copies of the Software upon such termination. This Agreement may only be modified by a writing signed by an authorized officer of C2.

7) The Software may display advertisements or additional content that contain links to third party websites and such links to third party websites should not imply an endorsement or approval of C2 of the material on such third party websites. These third party websites are not under any control of C2 and C2 is not responsible for the content available on such third party websites. Accessing any such third party websites shall be at your, or the users own risk.

8) The Software is owned by C2 and its Suppliers, and is protected by United States Copyright Law and International Treaty provisions. You agree to not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or make any other attempt to discover the source code of the Software, C2's technology and methodology for delivery of additional content, the content of any and all of C2's and Suppliers communications with the Software, or the content stored on C2's servers. You will also not rent, lease or sublicense the Software. You also agree to install the Software in a single location on a hard disk or other storage device and will only copy the Software for backup purposes and not for the purpose of using an additional copy. You agree to display all proprietary notices or copyright notices that appear on or in the Software. You agree to not access or use the Software other than through the graphical user interface provided with the Software. You agree to not make any derivative works of the Software and that any and all such modifications or enhancements to the Software are the sole property of C2 or its Suppliers.

9) C2 grants you a non-exclusive, limited license under the terms and conditions of this Agreement to only install and use the most current versions of the Software for the purposes described herein and in the Privacy Policy, including use of the Software only in the manner for which it was designed as provided in any documentation and only for personal and non-commercial purposes. You agree to not allow any use of the Software by any party who has not agreed to the terms and conditions of this Agreement.

10) C2 may from time to time, either automatically or through other means, distribute an update to the Software and/or may replace the Software with new versions, and may also modify the Software. C2 may require you to review and accept a new license agreement and C2's then current privacy policy when a new version of the Software is released and installed on your computer. The installation of new software may occur automatically or through other means. Notwithstanding the foregoing, C2 and its Suppliers and associates have no obligation to make any subsequent versions or updates of the Software available to you.

11) DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS-IS," "WHERE IS," WITHOUT WARRANTY OF ANY KIND, AND ANY USE OF THE SOFTWARE IS AT YOUR OWN RISK. C2 AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. C2 AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE, OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE CAN BE CORRECTED.

12) LIMITATION OF LIABILITY. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU WILL RELEASE AND DISCHARGE C2 AND ANY OTHER PROVIDERS, OWNERS, CREATORS, DISTRIBUTORS, SUPPLIERS, BUSINESS ASSOCIATES, ADVERTISERS AND CUSTOMERS ("THE SUPPLIERS") OF THE SOFTWARE FROM ANY AND ALL LIABILITY WHICH MIGHT ARISE. IN NO EVENT SHALL C2 OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, BUSINESS INTERRUPTION, OR LOST OPPORTUNITY, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR EXEMPLARY DAMAGES INCLUDING LEGAL FEES, ARISING OUT OF THIS AGREEMENT OR C2'S PRIVACY POLICY OR YOUR INABILITY TO USE THE SOFTWARE, EVEN IF C2 OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. C2 AND ITS SUPPLIERS ALSO DISCLAIM ALL LIABILITY WITH REGARD TO YOUR VIEWING OF ANY WEBSITES THAT MAY BE LINKED FROM ANY C2 SUPPLIED MATERIAL OR ANY ADDITIONAL CONTENT PROVIDED BY THE SOFTWARE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ANY EVENT, C2's LIABILITY TO YOU SHALL NOT EXCEED US\$10.00.

13) By downloading and installing the Software, you agree to all the terms and conditions of the C2's current Privacy Policy, attached to this Agreement.

14) During the process of accepting this Agreement, downloading the Software or using the Software, you may be offered the opportunity to download and install software from third party software vendors ("Third Party Software"). Any download or use of Third Party Software shall be governed pursuant to license agreements or other arrangements between such third party vendors and yourself and is subject to different license agreements or other arrangements. C2, in its sole discretion, may elect to sell, resell, or license any Third Party Software. C2 disclaims any responsibility for or liability related to any Third Party Software associated with the Software. Any questions, complaints,

claims or other communications related to Third Party Software should be directed to the appropriate vendor.

### PRIVACY POLICY

Your privacy is very important to C2 Media Ltd. ("C2"). C2 provides you with the software product known as lop.com (the "Software") free of charge or at a reduced cost in exchange for your agreement to accept advertising and other promotional messages delivered by C2 and third parties to your computer based in part on the keywords in the websites that you or any user of the computer visits. The additional content may include advertisements, promotions, links to third party websites or other materials delivered to your computer that match your interests, based in part on keywords found in the websites that you visit. Your interests are matched to the additional content based on keywords collected from the websites you visit. The keywords are provided to C2's servers or third party servers, which deliver the selected additional content to your computer in response to the keywords. For example if you visit a website related to travel, C2 or its Suppliers and advertisers may determine the website you are currently visiting is about traveling and present an advertisement that promotes the sale of airline tickets using various browser enhancements and pop-up windows. This Privacy Policy only applies to the Software and not to any additional third party software downloaded in conjunction with the Software or in response to additional content provided to you or a user of the computer.

### **INFORMATION COLLECTED BY C2**

C2 and the Software DO NOT COLLECT ANY PERSONALLY IDENTIFIABLE INFORMATION about you, such as your name, address, telephone number or e-mail address. C2 DOES NOT track or record the website address (URL) of websites that you visit while you browse the web.

# INFORMATION C2 COLLECTS INCLUDES:

• Standard web log information and computer settings such as your Internet Protocol (IP) addresses, operating system, CPU speed, browser type and version, screen resolution, time zone selected and the version numbers of some of the software installed on your computer.

• Information about your current web browser home page and search page settings -- this information includes the URL of your home page, default auto search page, and error pages, and how and when you selected a particular website as your home page, search page, or error page. Your web browser's home page URL, search page URL, and error page URL are the only URLs collected by the Software and the Software does not collect URLs or click stream data of the other websites you visit.

• Your Software ID is a numeric identifier that is generated by the Software and the Time and Date that you accepted this Agreement and Privacy Policy. This Software ID does not include any personally identifiable information, such as name, age, address, telephone number or e-mail address.

• A historical record of content and advertisements delivered by the Software, and the response rate associated with the content and advertisements that was delivered to you through the Software application.

• Information provided to any C2 employees, contractors, or technical support members may be stored on C2 servers in archives of C2's support and customer service department, but such information will not be associated with the information collected or stored in association with your Software ID that may be provided to third parties or the provision of additional content.

• While you are browsing C2 Media owned web sites, as is true of most Web sites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data (links you click on the page).

• All of the above information submitted to us by your browser or the Software is considered anonymous information and to the extent we share such information with third parties, it is not traceable to any particular user and will not be used to contact you by e-mail, telephone, or mail. We use this information to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole.

### SOFTWARE AUTO-UPDATE

The Software has both client and server-side components. The Software servers communicate with your computer frequently to ensure that you have the most recently released version of the Software. You acknowledge that C2 or parties appointed by C2 may from time to time provide programming fixes, updates and upgrades to you, including automatic updates to the Software, through automatic electronic dissemination and other means. You consent to such automatic updates and agree that this Privacy Policy will apply to all such updates. Unless explicitly stated otherwise, any new features that augment or enhance the Software application, including the release of new Software, shall be subject to terms of this Privacy Policy.

### SOFTWARE CONFLICTS

Conflicts may occur with other software applications that may already be installed on your computer. The Software may report back to our servers what applications are running on your computer and this information will be used to help resolve these conflicts whenever possible. This will make the Software more reliable and provide you with products and services that are compatible with your current computer settings. In most cases C2 will only transmit this information back to C2's servers if a software conflict has been detected. If you are having problems with a software product you have installed you may contact C2's support department at support@lop.com for help.

### WHAT HAPPENS IF C2 MEDIA LTD. CHANGES ITS PRIVACY POLICY?

By installing, using, or copying the Software you acknowledge that you have read, understood, given your informed consent to, and agree to be bound by this Privacy Policy. This Privacy Policy is subject to change by C2 at any time. Notice to you shall be made by adding any changes to this Privacy Policy document, which will remain posted at www.lop.com/privacy.html. You agree to review this Privacy Policy from time to time for changes and updates. Notice of any revisions to this Privacy Policy shall be considered effective when transmitted to the Software or posted on http://lop.com/privacy.html .

# COOKIES

A cookie is a small file, often containing an anonymous unique identifier. Cookies can be sent to your browser from another computer and stored on your computer's hard drive, or they can be generated by the Software or website and can be stored on your computer. Each server in communication with your computer can store and read only its own cookie. The Software and web pages uses cookies for the following purposes:

• To display the most relevant advertising based on your interests and surfing activities.

• To identify the affiliate that introduced you to Software, so we know how many introductions that particular affiliate made, and how much to pay that affiliate for the introduction.

• To identify which version of the Software is on your computer.

# IF YOU WISH TO DISABLE COOKIES IN YOUR WEB BROWSER

In Internet Explorer, on the Tools menu, click Internet Options. On the Privacy tab, move the slider up for a higher level of privacy. Select Block all cookies. Cookies from all Web sites will be blocked and Existing cookies on your computer cannot be read by Web sites

# SOFTWARE SECURITY MEASURES

The Software uses encrypted data packets to communicate back and forth with its host server. The host server has security measures in place to attempt to prevent the loss, misuse and alteration of the information under our control. All information is for C2's accounting and registration purposes only. Only employees and affiliates of C2 and its licensor will be authorized to have access to varying degrees of this information-

By accepting this agreement you understand that the sponsor software will automatically install and activate on this system 36 hours after your acceptance of this agreement. If you choose to uninstall the accompanying freeware product before this free trial period is up no sponsor software will be installed on your system.

By selecting "I accept" and clicking Install you agree to the terms of the preceding agreement.