

DECLARATION OF NATHANIEL E FRANK-WHITE

1. I am a Records Request Processor at the Internet Archive. I make this declaration of my own personal knowledge.
2. The Internet Archive is a website that provides access to a digital library of Internet sites and other cultural artifacts in digital form. Like a paper library, we provide free access to researchers, historians, scholars, and the general public. The Internet Archive has partnered with and receives support from various institutions, including the Library of Congress.
3. The Internet Archive has created a service known as the Wayback Machine. The Wayback Machine makes it possible to browse more than 450 billion pages stored in the Internet Archive's web archive. Visitors to the Wayback Machine can search archives by URL (i.e., a website address). If archived records for a URL are available, the visitor will be presented with a display of available dates. The visitor may select one of those dates, and begin browsing an archived version of the Web. Links on archived files in the Wayback Machine point to other archived files (whether HTML pages or other file types), if any are found for the URL indicated by a given link. For instance, the Wayback Machine is designed such that when a visitor clicks on a hyperlink on an archived page that points to another URL, the visitor will be served the archived file found for the hyperlink's URL with the closest available date to the initial file containing the hyperlink.
4. The archived data made viewable and browseable by the Wayback Machine is obtained by use of web archiving software that automatically stores copies of files available via the Internet, each file preserved as it existed at a particular point in time.
5. The Internet Archive assigns a URL on its site to the archived files in the format `http://web.archive.org/web/[Year in yyyy][Month in mm][Day in dd][Time code in hh:mm:ss]/[Archived URL]` aka an "extended URL". Thus, the extended URL `http://web.archive.org/web/19970126045828/http://www.archive.org/` would be the URL for the record of the Internet Archive home page HTML file (`http://www.archive.org/`) archived on January 26, 1997 at 4:58 a.m. and 28 seconds (1997/01/26 at 04:58:28). The date indicated by an extended URL applies to a preserved instance of a file for a given URL, but not necessarily to any other files linked therein. Thus, in the case of a page constituted by a primary HTML file and other separate files (e.g., files with images, audio, multimedia, design elements, or other embedded content) linked within that primary HTML file, the primary HTML file and the other files will each have their own respective extended URLs and may not have been archived on the same dates.
6. Attached hereto as Exhibit A are true and accurate copies of screenshots of the Internet Archive's records of the archived files for the URLs and the dates specified in the attached coversheet of each printout.

7. I declare under penalty of perjury that the foregoing is true and correct.

DATE: August 29, 2022

Nathaniel E Frank-White
Nathaniel E Frank-White

EXHIBIT A

<https://web.archive.org/web/20081226013004/http://plus3network.com/>

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People

Activities

Calendar

Goals + Rewards

Causes + Sponsors

NETWORK



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Already a member? Login.

(forgot my password?)

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keep me signed in: ☐

Sign in



Track + Log

Log Activities

Track Stats

Share Activities



Community

Invite Friends

Plan Events

Share Commitments



Rewards

Support Causes

Raise \$ w Miles

Earn Rewards

Causes



Sponsors



We provide willing Sponsors to support worthy Causes.

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People

Activities

Calendar

Goals + Rewards

Causes + Sponsors

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Just a few simple items will get you started doing good for yourself and with those around you.

First Name

Password

Last Name

Confirm password

Email Address

Zip Code

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BETA

People

Activities

Calendar

Goals + Rewards

Causes + Sponsors

NETWORK

Mileage Rewards for Health, Fitness & Fun

Plus 3 Network is a mobile, GPS-enhanced social network that connects people with corporate sponsors and worthwhile causes on a lasting journey of personal fitness and charitable giving.

Making It Count

Plus 3 makes the world a healthier and better place by helping its members lead healthier better lives. Plus 3 Network will count millions of daily rides, runs, walks, or swims as mileage-rewarded fundraising. We are the social network that actively manages, motivates, validates, and rewards our members for participating in fitness activities. Plus 3 links our members with corporate sponsors and non-profits in a shared goal of worthwhile giving. Making It Count is our phrase for this process of bringing people, causes, and sponsors together for the good of everyone.

The Story

In 2007 Rick, Jon, and Steve -- three of the guys who formed a sports marketing company named GaleForce in the early 1990's -- had an idea to create a bicycling-rewards program to encourage people to ride more and get out of their cars. Rick called up a guy named Joe, who was working in the cell phone world and had worked with Rick, to share The Idea. The three sports-biz-guys-plus one-tech-guy team shaped The Idea into a global vision that includes gadgets and the internet to build a system that motivates healthy lifestyles by collecting exercise activities and, with the financial support of Sponsors, Plus 3 puts a value on it -- literally turning "sweat equity into social capital."

What we see: our future is about Making It Count. We plan to collect exercise activities from all kinds of devices, indoors and out, from hand-entered to GPS to pedometers, treadmills, and cell phones, building up a partner network of Sponsors and Causes so we can all work together towards that great Win/Win/Win: Fitness + Community + Advocacy.

But Why Plus 3? Why not Plus 4 or Plus 11?

Well, like a good name for a rock band, there are many answers, some true, and some a yarn. Stick with us and we'll unveil a few. For Spinal Tap fans, we are just "One Louder" than plain old 3...

Meanwhile, let's Rock!

Team Members

Letitia Davis — Customer Support

The Problem-Solving Downhiller

Letitia has years of software development, education, training, and charity work on her resume. She's coded. She's trained. She's managed stage productions. And we're glad she's on the team.

She's also strapped on the body armor and hit the slopes at Northstar, Whistler, and the local runs.

Rick Sutton — Founder / President & CEO

The Entrepreneur and All Around Rider

Rick has 20+ years of retail promotions and sports marketing experience. Rick roughed out the Plus 3 product vision in April 2007 and gathered the team together. Prior to that, from 2005 to 2007 he did corporate time with a major bike manufacturer; back in 1991, he co-founded GaleForce Sports Marketing and created the Sea Otter Classic, the world's largest cycling festival. Rick went on to promote over 100 events including national championships, World Cups, charity rides, and trade shows.

Rick is also a former member of UCI International Mountain Bike Commission and a Director of the Junior Development Cycling Foundation. No longer a competitor (yeah right), he raced bicycles for years and continues to ride them for fun.

Joe Fabris — Founder / Product Marketing

The Miller and Gizmo Guy

Joe brings 23 years of experience in wireless communication, software, and Web development to Plus 3. Professionally, Joe keeps getting smaller. He went from mainframes (IBM) to PCs (Microsoft) to cell phones (Palm Treo) to watches and bike computers (Plus 3, of course!). Next he'll be looking at nano ways to Make It Count.

Following a mediocre high school running career (4:33 as a Sr.), Joe kept at it and eventually made the track team at Cal Poly SLO (4:06 as a Sr.). After Poly, he kept at it and actually popped off some sub four miles (3:58.3 PR at the Prefontaine Meet in '82) while working at IBM. He made the Oly Trials in '84 but got eliminated by the real-deal guys in the first round and hung up his spikes.

He never lost the running bug, added cycling to his leisure time, and is now figuring out how to make exercise fun for all of us.

Jon Morgan — Founder / Chairman

The Banker and Tri Guy

Jon started his professional career in the investment banking business in 1975. In 1980 he moved to Morgan Stanley in New York and was there until 1985, when he took on the role of founding partner of the Mergers and Acquisitions Department at Montgomery Securities. Between 1985 and 1992 Jon built a business at Montgomery that successfully completed over \$7 billion in transactions on behalf of clients. Between 1993 and 2000 he ran the technology investment banking practice for Prudential Securities worldwide.

Jon was one of Rick's founders of GaleForce Sports Marketing. He's been doing triathlons for more years than he cares to recall.

Steve Levere — Founder / Board Member

The Basketball Player and Silicon Valley Dude

Steve serves on the Plus 3 Board of Directors. As Managing Director of Jones, Lang & LaSalle's Silicon Valley office, Steve co-leads JLL's Corporate Advisory Services, representing corporate users of facilities, leading complex negotiations, and integrating the full scope of services to meet clients' requirements. He too was one of Rick's co-founders at GaleForce Sports Marketing.

A former collegiate basketball player, Steve continues to mix it up on the court with friends and business associates. We are trying to get him on a bike. Steve is married to former Olympic runner Patti Sue Plumer and has been involved many aspects of USA Track and Field.

ThoughtMatrix - The Developers

We teamed up with [ThoughtMatrix](#) to develop and design the Plus 3 Network website. Great People who are great to work with.

ThoughtMatrix is a digital marketing and technology services firm that works with diverse organizations to define strategies and find innovative ways to build and improve the way they connect with their constituents. ThoughtMatrix developed the [RapidSocial™](#) Solution to fuel innovative social communities like Plus 3 Networks. The RapidSocial Solution provides a comprehensive set of components customized for different user interfaces and unique business logic. RapidSocial allows their clients to focus on the strategies that differentiate their businesses and avoid wasting time integrating disparate open source tools that were not designed to work together.



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BETA

People

Activities

Calendar

Goals + Rewards

Causes + Sponsors

NETWORK

Plus 3 Network Privacy Policy

Effective date of this version: September 10, 2008.

The Plus 3 Network ("Plus 3") understands that privacy is important. The Plus 3 Network Privacy Policy ("Policy") applies to Plus 3's information handling practices for the Site (defined below). Throughout this Policy, "Plus 3" and "We" refers to The Plus 3 Network, Inc. "You" or "Users" refers to you, our users - everyone who uses, subscribes to, publishes through, joins, or visits the Site. The "Site" refers to the applications, platform, and services operated or produced by Plus 3 offered through the web site at www.Plus3Network.com or any successor site.

By using the Site, you expressly consent to the information handling practices described in this notice. This Privacy Policy is incorporated into and is subject to the Site's Terms of Use. Your use of the Site and any personal information you provide through the Site are subject at all times to this Privacy Policy and the Terms of Use. If you do NOT accept this Privacy Policy, then please discontinue your use of the Site.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of this Privacy Policy at any time without further notice. If we do this, we will indicate at the top of this page the date this Privacy Policy was last revised. Your continued use of the Site after any such changes constitutes your acceptance of the new Privacy Policy. If you do not agree to abide by this Privacy Policy or any future Privacy Policy, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to this Privacy Policy and to review such changes.

Table Of Contents

1. The Information Plus 3 Collects
2. The Way Plus 3 Uses Information
3. When The Plus 3 Network Discloses Information
4. Your Choices and Access to your Personal Information
5. Advertisers
6. Our Commitment to Data Security
7. Our Commitment to Children's Privacy
8. International Visitors
9. In the Event of Merger or Sale
10. Disclosure by Users to Third Parties
11. Notification Procedures
12. Plus 3 Contact Information

1. The Information Plus 3 Collects:

- **Information You Provide:** You may provide to Plus 3 what is generally called "personally identifiable" information (such as your name, email address, credit card number, postal mailing address, and telephone numbers) and other personal information (such as your gender, places you exercise and sports that you play) when you set up your profile or if you upload, purchase, enter contests or challenges, view or download certain content or products from the Site or otherwise use the features and functionality of the Site.
- **"Cookies" Information:** When you access the Site, we may send one or more cookies - small text files containing a string of alphanumeric characters - to your computer. Plus 3 may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Site. Persistent cookies can be removed. Please review your web browser "Help" file to learn the best way to modify your cookie settings.
- **"Automatically Collected" Information:** When you access the Site or open one of our HTML emails, we may automatically record certain information from your system by using different types of tracking technology. This "automatically collected" information may include Internet Protocol address ("IP Address"), a unique user ID, version of software installed, system type, searches that you perform on the Site, the content and pages that you access on the Site, what other users are in your network and groups, and the dates and times that you visit the Site.
- **Your Name:** Your name is displayed throughout the Site and is therefore available to the public. Other people can see your name when they visit your Profile Page, when you come up in the search results, when you post public content, when you post comments, on another member's site, or provide feedback, etc. Therefore, people will be able to personally identify your activities on the Site.

2. The Way Plus 3 Uses Information:

- Plus 3 uses the information that you provide or that we collect to operate, maintain, enhance, and provide all of the features and services found on the Site as well as to track user-generated content and Users to the extent necessary to comply as a service provider with the Digital Millennium Copyright Act and other applicable laws. If you provide email addresses to invite others to the Site and/or to participate in activities, Plus 3 may store and use the email address for the following purposes only: (a) to generate and send email invitations and additional reminder emails; (b) to allow the recipient of the invitation to sign up for an account if he or she so desires and (c) to track the effectiveness of our invitation program.
- Plus 3 will display the information you have provided on your profile on the Site (your "Profile"). You have the ability to make your profile Public or Private. When the option is set to Public, your profile, as noted below, can be seen attached to your activities, in the People section, and in Goals and Results when you've signed up for Challenges and other contests or competitions. When your profile is set to Private, Users cannot see your profile data details. Users can see your name attached to an activity, see your name in the People section, and see your name in the Goals and Rewards sections when you've signed up for Challenges and other contests or competitions.
- **Public Setting:** The settings are as follows: your first and last name, city state and country, sports, and your Causes(s) and Sponsor(s) (defined below), and any activities you may have added, as well as your photo, are displayed on the Site to people both inside and outside your network of friends. We will use your email address, without further consent, for administrative communications such as notifying you of major Plus 3 Network Site updates, for customer service purposes, to address copyright infringement or defamation issues, or to contact you regarding any content that you have posted to or downloaded from the Site.
- **Activity Privacy:** You also have the ability to set an Activity to Public or Private. If the Activity is set to Public it can be viewed, with your name attached, by all Users, and depending on your personal Public/Private setting, Users may be able to see your Profile. If an Activity is set to Private, it is not displayed to other Users and only you can see it.
- **Activities - Geographic Data:** Please be aware that when you post an activity, either one you have uploaded from a data collection device, such as a GPS, or one that you have entered by hand (collectively "Location Data"), Users may see the route you have covered, including your start and end points, which may include your residence or place of work. As a practical thought, consider starting and ending the record of your activities from a "neutral" location. YOU AGREE THAT PLUS 3 DOES NOT BEAR RESPONSIBILITY OF ANY KIND EITHER EXPRESS OR IMPLIED FOR YOUR SAFETY OR FOR THE POTENTIALLY HARMFUL ACTIONS OF OTHERS WHO MAY LEARN OF YOUR ROUTES VIA LOCATION DATA AND THAT PLUS 3 CANNOT CONTROL ACCESS TO PERSONAL INFORMATION THAT YOU HAVE ELECTED TO PUBLISH.
- **Activities - Physical Information:** when you post an activity that has used a data collection device that includes information such as heart rate, cadence, watts, etc. realize that

other people may see this information.

- Plus 3 uses all of the information that we collect to allow you to earn rewards, raise funds for charitable causes, contribute activities to the Plus 3 Community, understand the usage trends and preferences of our Users and improve the way the Site works and looks, and to create new features and functionality.
- Plus 3 may use "Automatically Collected" information and "Cookies" information to: (a) automatically update the Plus 3 application on your system; (b) remember your information so that you will not have to re-enter it during your visit or the next time you access the Site; (c) provide customized third-party advertisements, content and information; (d) monitor the effectiveness of third-party marketing campaigns; (e) monitor aggregate site usage metrics such as total number of visitors and pages accessed; and (d) track your entries, submissions, and status in any promotions or other activities.
- Plus 3 may use the information that you provide to us, as well as information about your visits to the Site, to deliver advertisements or services that Plus 3 or its partners believe to be relevant to you.

3. When Plus 3 Discloses Information:

- **Plus 3 does NOT share your personally identifiable information with other organizations for their marketing or promotional uses without your prior express consent.** Please be aware, however, that any personally identifiable information or other information that you voluntarily choose to display on your Profile or any publicly other available portion of the Site becomes publicly available and may be collected and used by others without restriction. Please be aware that no security measures are perfect or impenetrable. Plus 3 cannot control and is not responsible for the actions of other users with whom you may choose to share your information and content or for the circumvention of any privacy settings or security measures contained on the Site.
- Plus 3 may disclose Automatically Collected and other aggregate non-personally-identifiable information with interested third parties to assist such parties in understanding the usage and demographic patterns for certain programs, content, services, advertisements, promotions, or other functionality of Plus 3.
- We may disclose some limited User information to affiliated companies or other businesses or persons to: provide web site hosting, maintenance, and security services; fulfill orders; conduct data analysis and create reports; offer certain functionality; and assist Plus 3 in improving the Site and creating new services features. We contractually require that these parties process such information in compliance with this Privacy Policy, we authorize only a limited use of such information, and we require these parties to use reasonable confidentiality measures.
- Plus 3 may disclose User information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. copyright or trademark law) or respond to a court order, judicial or other government subpoena or warrant in the manner required by the requesting entity.
- Plus 3 also reserves the right to disclose User information that we believe, in good faith, is appropriate or necessary to take precautions against liability; protect Plus 3 from fraudulent, abusive, or unlawful uses; to investigate and defend ourselves against third-party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of the Site; or to protect the rights, property, or personal safety of Plus 3, our Users or others.

4. Your Choices and Access to your Personal Information:

You may, of course, decline to share your personally-identifiable information (including your name, country, birth date, gender) with Plus 3, in which case Plus 3 will not be able to provide to you with a Profile or other of the features and functionality found on the Site. You may view, update, correct, or delete your user information and preferences in the "Edit Profile" section once you have logged in to your Profile.

To protect your privacy and security, we take reasonable steps to verify your identity before granting you account access or making corrections to your information. YOU ARE RESPONSIBLE FOR MAINTAINING THE SECRECY OF YOUR UNIQUE PASSWORD AND ACCOUNT INFORMATION AT ALL TIMES.

5. Advertisers:

Plus 3 may allow third-party ad servers or ad networks to serve advertisements within the Site. In addition, Plus 3 allows certain selected company's, from which you may choose a sponsor or a cause for the purposes of charitable donations (each hereinafter referred to as a "Sponsor" or "Cause"), to display their logo and provide a link to the web site of such Sponsor or Cause. To allow you to make an informed decision when selecting a Sponsor or Cause, we may permit Sponsors and Causes to communicate in the Site about their products and/or services.

Plus 3 does not provide your personally identifiable information to Sponsors and Causes without your consent. However, please note that if a Sponsor or Cause asks Plus 3 to show an advertisement to a certain audience or audience segment and you respond to that advertisement, the Sponsor or Cause may conclude that you fit the description of the audience that they were trying to reach.

You should consult the respective privacy policies of these Sponsors and Causes. This Privacy Policy does not apply to, and we cannot control the activities of, such other advertisers or web sites. Plus 3 reserves the right the add or remove Sponsors and Causes in its discretion and Plus 3 may not at all times list such updated partners in this Privacy Policy.

6. Our Commitment to Data Security:

Plus 3 uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to Plus 3, and you do so at your own risk. Once we receive your transmission of information, Plus 3 makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If Plus 3 learns of a security systems breach, then we may attempt to notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

7. Our Commitment to Children's Privacy:

IF YOU ARE UNDER 13 YEARS OF AGE, THEN PLEASE DO NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER.

Protecting the privacy of young children is especially important. For that reason, Plus 3 does not knowingly collect or maintain personally identifiable information from persons under 13 years-of-age. If Plus 3 learns that personally-identifiable information of persons less than 13-years-of-age has been collected on or through the Site, then Plus 3 will take the appropriate steps to delete this information.

If you are the parent or legal guardian of a child under 13 who has become Plus 3 Network Site member, then please contact Plus 3 at privacy@Plus3Network.com to have that child's account terminated and information deleted.

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

8. International Visitors:

For Users visiting the Site from the European Union or other non-U.S. territories, please note that any data you enter into the Site will be transferred outside the European Union or such other non-U.S. territory for use by Plus 3 and its affiliates for any of the purposes described herein. In addition, because Plus 3 is available globally, we may make information we gather available to worldwide business units and affiliates. By providing any data on the Site, you hereby expressly consent to such transfers of your data to the United States or other countries.

9. In the Event of Merger or Sale:

In the event that Plus 3 is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from Users as part of that merger, acquisition, sale, or other change of control.

10. Disclosure by Users to Third Parties:

Except as otherwise expressly provided otherwise, this document addresses only the use and disclosure of information we collect from you or that you disclose to us. If you disclose your information to others besides Plus 3, whether they are users of the Site or on other sites or services, different rules may apply to their use or disclosure of the information you

disclose to them. To the extent that Users visit third-party web sites, Users should be aware that the Privacy Policy does not govern the use of such Users' personal information and you are subject to the privacy policies of those third parties where applicable. Please be vigilant in reviewing the third party ad servers' privacy policies.

11. Notification Procedures:

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Site, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described below.

By providing us your email address you consent to our using the email address to send you service-related notices, including among other things notices required by law, in lieu of postal mail. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach you should notify us at privacy@Plus3Network.com. You may not opt out of service-related emails.

We may also use your email address to send you other messages, including changes to the Site's features and special offers. If you do not want to receive such email messages, you may opt out by emailing us at privacy@Plus3Network.com.

12. Plus 3 Contact Information:

Please contact Plus 3 with any questions or comments about this Privacy Policy, to obtain access to your personal information, and our third-party disclosure practices or your consent choices at:

Plus 3 Network, Inc.
50 Woodside Plaza #544
Redwood City, CA 94061
or by email: privacy@Plus3Network.com.

We will respond to your inquiry within 30 days of its receipt.

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BETA

People

Activities

Calendar

Goals + Rewards

Causes + Sponsors

NETWORK

Plus 3 Network, Inc. Terms of Use

Date of Last Revision: September 10, 2008.

The Plus 3 Network, Inc ("we", "us", "Plus 3" or the "Company") maintains the site located at the domain plus3network.com ("Site") for your personal entertainment, information, education, and communication. The Site is intended for a United States audience only. Please feel free to browse the Site at any time; however, by browsing this Site, you are subject to the terms and conditions ("Terms of Use") of this Site. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes. By accessing this Site, you accept, without limitation or qualification, the following Terms of Use. If you do NOT accept the Terms of Use, then please discontinue your use of this Site. In addition, if you are an individual who wishes to become a member and make use of the Services (defined below), you must read these Terms of Use and indicate your acceptance by following the instructions on the "Sign Up"; page and checking the box labeled "I agree to the terms of use."

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Eligibility

This Site is intended solely for users who are thirteen (13) years of age or older ("Users"). Any registration by, use of or access to the Site by anyone under 13 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 13 or older and that you agree to abide by all of the terms and conditions of these Terms of Use.

Registration

Plus 3 provides member-based services ("Services") on the Site. When you register to use these Services, you may be required to provide certain personally identifiable information about yourself. In providing such personally identifiable information, you agree to provide true, accurate and complete information about yourself, and to update the information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Plus 3 suspects that your information is untrue, inaccurate, or incomplete, then Plus 3 may, in its sole discretion, suspend, terminate, or refuse future access to your membership in these Services.

Subscription

If you choose to upgrade to a paid subscription at Plus 3 your credit card will be charged immediately after you click "Submit" on the confirmation page and your account will be activated to "The Plus 3 Network, Inc. Premium" status. You agree to pay for all charges and fees incurred in connection with your username and password for the Plus 3 Network, Inc. Standard account. All purchases are final. No refund will be given for unused portions of your subscription period.

Renewal

As applicable, monthly and annual fees will be billed automatically at the start of each pay-period to the credit card designated during the registration process, and will automatically renew until membership is terminated. If a User pays by credit card, Plus 3 will automatically charge the monthly or annual fee to the User's supplied credit card and you authorize us to charge such credit card for the appropriate subscription fees and amounts stated. Plus 3 reserves the right to increase subscription fees or to institute new fees at any time, upon reasonable notice posted in advance on this Site. The renewal charges will be the same as the regular subscription fees as described above, unless otherwise notified in advance. Users may upgrade from Plus 3 Network, Inc. Standard to The Plus 3 Network, Inc. Premium status at any time. The billing cycle is then based upon the day after Plus 3 receives payment of the Standard fees. Users changing to annual subscriptions will have their new rates take effect at the beginning of the next billing date. Upgrading/adding additional categories will result in a new billing date effective upon the date of payment of the additional fees.

PLEASE NOTE THAT YOU WILL NOT RECEIVE A REFUND OR REIMBURSEMENT OF YOUR SUBSCRIPTION FEE AFTER YOUR SUBSCRIPTION HAS RENEWED.

Modifications

You may modify your subscription level, switch to a different credit card and change your credit card information by logging in to your account and going to the "Modify Subscription" page under the "Account" section or contact us by telephone at 1-866-249-6284 Monday through Friday between the hours of 9:00am and 5:00pm (PT).

Cancellation and Downgrades

You may cancel your subscription by by contacting us by telephone at 1-866-249-6284 Monday through Friday between the hours of 9:00am and 5:00pm (PT). If you wish to cancel your subscription outside regular business hours, please leave a message including your name, username, email address associated with your account and a telephone number where we can reach you to confirm.

Downgrades to a shorter payment plan or cancellation of any subscription will not result in any refund or credit of fees already paid. Subscription fees, whether paid monthly or annually, are charged up-front and no refunds or credits will be given upon cancellation. The cancellation of a subscription will go into effect at the end of your current billing cycle. Additional fees may apply if you decide to re-subscribe at a later date.

When your subscription ends, your account will enter "The Plus 3 Network, Inc. Standard" mode. You can continue to use the Plus 3 Network, less any of the features provided in the Premium mode. Since you always maintain access to the data stored in your account, you can renew your subscription at anytime without opening a new account.

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1. Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that we can locate the material. For example, "The copyrighted work is my content that appears at [http://www.\[\]](http://www.[])." If multiple copyrighted works at a single online site are covered by your Notification, you may provide a representative list of such works at that site.
2. Identify the URL or other specific location on the Site or Services that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material. For example, "The content at the following URL infringes on my copyright: [http://www. \[\]](http://www. [])."
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4. Include 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.
5. Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
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Plus 3 Designated Copyright Agent
Plus 3 Network, Inc.
50 Woodside Plaza, #544
Redwood City, CA 94061
Phone: 1-866-249-6284
E-Mail: support@plus3network.com

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In case of fraud or abuse involving Rewards, we or any third party will have the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of the Reward and/or termination of your membership with us. The awarding of Rewards is void where prohibited by law.

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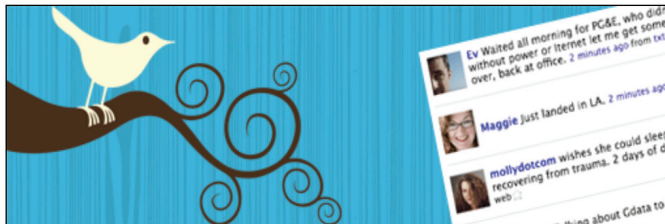
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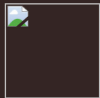


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MarthaFry

Joking.... Haha, I Gloria wrote that, my mom loves all of her children! [about 9 hours ago](#) from [twitterrific](#)
 Taking my favorite daughter (Gloria) to theatre (: [about 9 hours ago](#) from [twitterrific](#)
 Wish I didn't have to take my boss on date nights. :) [4:51 PM Jan 5th](#) from [txt](#)
 @[mattfry](#) I did 30 min on the elliptical. But who's keeping score? [3:34 PM Jan 5th](#) from [twitterrific in reply to mattfry](#)
 Black eye, pear for dinner not a game of nertz. So far 2009 is a good year. [4:04 PM Jan 1st](#) from [txt](#)
 Happy New Year!! It's going to be an awesome year!! [1:01 PM Jan 1st](#) from [txt](#)
 Halftime, my favorite part. By the way the game is tied. 29 - 29. [4:49 PM Dec 29th, 2008](#) from [twitterrific](#)
 @ [Daniel_price](#) I'm a fan and so I can keep you updated. [4:14 PM Dec 29th, 2008](#) from [twitterrific in reply to daniel_price](#)
<http://twitpic.com/xr3c> [3:44 PM Dec 29th, 2008](#) from [twitterrific](#)
 Just kidding I know it is a baseball game. :) [3:05 PM Dec 29th, 2008](#) from [twitterrific](#)
 Off to the State game. It's at the RBC center so we must be going to watch them play hockey. [3:04 PM Dec 29th, 2008](#) from [twitterrific](#)
 Off to work out with wii fit. [7:55 AM Dec 27th, 2008](#) from [txt](#)
 Reflecting on the past year. It's been awesome!! [4:27 AM Dec 27th, 2008](#) from [web](#)
 Let the festivities begin! [3:08 PM Dec 24th, 2008](#) from [txt](#)
 Cooking, cooking, cooking.... Then off to Christmas Eve service@4, then my whole family, all 20, are coming over. Party at the Fry's [9:16 AM Dec 24th, 2008](#) from [twitterrific](#)
 Watching Panther's game with Matt. It's cold and snowing there glad I'm inside. [7:27 PM Dec 21st, 2008](#) from [txt](#)
 There are girls at our house baking cookies. I must have lost my mind when I said "yes" to the sleepover. [5:41 PM Dec 21st, 2008](#) from [twitterrific](#)
 Did some shopping w/ my girls. Totally forgot about Christmas outfits. Then off to Sat. Church 4&6pm [8:09 AM Dec 20th, 2008](#) from [txt](#)
 This is the only time if the year I don't like shopping-traffic is bad. But I press in and go anyway. :) [11:55 AM Dec 19th, 2008](#) from [twitterrific](#)
 Happy Christmas! [corybolduc](#) from @ [mattfry](#) and @ [marthafry](#) [7:23 PM Dec 12th, 2008](#) from [twitterrific](#)
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