

SALES AND DELIVERY TERMS FOR FURCADIA ITEMS AND SERVICES

As of December 1st, 2013

The latest, up-to-date version of these Sales and Delivery Terms is available at: <http://www.digomarket.com/terms/>

A short summary of the Sales and Delivery terms is provided here for the reader's convenience. **Please note that this summary covers only a few key points, not the entire terms, which are explained in full detail below.**

- Furcadia Items are sold by Catnip Studios of Mill Valley, California.
- Payments are made through highly secure payment services such as [PayPal](#).
- Online Items are generally activated within five minutes of a **completed** payment.
- For any physical items ordered, shipping is estimated to take from 6 to 8 weeks.
- Return policy allows customers to receive a full refund for returned items within 14 days from the purchase.
- Customer data may be shared with Furcadia operator Dragon's Eye Productions, Inc. when necessary.

Seller

All Items are sold by Catnip Studios (Address: 758 Marin Drive, Mill Valley, CA 94941). Catnip Studios is a service and production company that develops and supports games, provides online sales services, and acts as an authorized distributor of Furcadia products. For any questions related to the sales, please contact our Customer Support (<http://support.digomarket.com/>). Within these Sales and Delivery Terms "Seller" refers to Catnip Studios.

Customer

Within these Sales and Delivery Terms "Customer" refers to any person purchasing Items from Catnip Studios.

Items are not sold to the Customer, if he or she is less than 16 years old. The Seller recommends that the legal guardian of said Customer make the purchase instead, if the legal guardian agrees that such a purchase is reasonable.

Items

The Seller offers immaterial and material Items for sale related to an online game called Furcadia (<http://www.furcadia.com/>), published and maintained by Dragon's Eye Productions, Inc., address: PO Box 1048, Round Rock, Texas 78680-1048, USA (hereafter referred to as "Furcadia"). Immaterial items are internet-based and without physical form; they are for usage in the Furcadia program. Dragon's Eye Productions, Inc. has authorized Catnip Studios to sell and distribute material and immaterial Items as Dragon's Eye Productions, Inc's distributor. These Items are referred to as "Item" or "Items" within these Sales and Delivery Terms and the full list of Items and their prices is available at <http://www.digomarket.com/> . More information about the Items can be found from our Frequently Asked Questions

page, located at <http://support.digomarket.com/> .

Shipping Costs

Some Items contain material products, such as an art print or a T-shirt, which will be shipped to the Customer. Shipping and handling costs will be added to the prices of these Items. The shipping and handling costs are currently 3-7 USD per Item for shipments within the United States and Canada, and 3-12 USD per Item for the rest of the world. The exact shipping costs for each Item are available at <http://www.digomarket.com/> .

The Seller estimates that shipping will take from 6 to 8 weeks. The delivery time may vary on international deliveries, or depending on stock.

For some Items, the Customer may have a special “no shipping” option. This option is only available to Items that have both material (“shipped”, e.g. an art print) and immaterial (“electric”, e.g. an online game avatar) parts. By selecting the “no shipping” option, the Customer can signal that he or she does not want to receive the material (“shipped”) part of the Item. In such case, the shipping costs will not be added to the price of the Item. Using this option is voluntary, and will not entitle the Customer to any discount from the price of the Item.

Subscriptions

Some Items are sold as Subscriptions (hereafter referred to as “Subscription” or “Subscriptions”), in which the Customer authorizes automatic, recurring payments with certain time intervals, such as a week, a month, or a year, in return for an Item. Subscriptions may be cancelled at any time by either canceling the Subscription via the payment service, or by notifying the Seller about the cancellation. If the cancellation is made during an already paid subscription period, the Item will be available for the Customer until the end of that period. Canceling a Subscription in the middle of a subscription period will not entitle the Customer to a refund.

Some Subscriptions may be divided into two different subscription Periods: The Initial Period (the first payment) and the Subsequent Period(s) (all subsequent payments). The Initial Period may differ in cost, content, or in the length of time it covers from the Subsequent Periods. For example, the Initial Period may cover the first three months of a Subscription for 14.95 USD, after which the customer will be billed once per month for 5 USD (“Subsequent Period(s)”) until cancelled. All Subscriptions may be cancelled during the Initial Period or any of the Subsequent Periods.

The description of the contents of a Subscription during its Initial Period and Subsequent Periods is available at <http://www.digomarket.com/> .

Sales Language

All material including, but not limited to, sales details, Item descriptions, agreements, sales terms, instructions, and customer support are available only in English. The Seller does not guarantee service or information in any other language.

Binding Agreement and Applicable Conditions

Any sales event is considered a binding agreement between the Seller and the Customer, subject to these Sales and Delivery Terms. The Customer guarantees adherence to these Sales and Delivery Terms. **In addition, the Customer**

ensures that his or her actions and the content he or she sends to Furcadia comply with the Furcadia User Agreement, which can be found <http://www.furcadia.com/useragreement/> . In order to avoid doubt, the Customer should note that he or she will conclude the Furcadia User Agreement with Dragon's Eye Productions, Inc., and, as a distributor of Items, the Seller has no control over Furcadia.

Payment, Prices, Taxes, Duties

The ordered Items will be paid using one of the following payment systems.

PayPal (<http://www.paypal.com/>):

PayPal accepts the following instruments of payment: Visa, MasterCard, American Express, Discover Card, Switch/Solo, and eCheck.

Other payment methods may be added in the future. If you have a preferred payment method you'd like us to consider offering, please drop us a note at <http://support.digomarket.com>.

Game Currency:

The Customer may use the Game Currency to cover payment. For more information about Game Currency, please read the section "Game Currency System" below.

Where applicable, the total price includes the postage and packing of Items.

All sales to Customers within European Union countries contain VAT 22%.

Minimum sale: Customer may not make a purchase with a total price less than 6.00 USD, unless:

- (a) the payment is made entirely with the Game Currency; or
- (b) the purchase contains a Subscription; or
- (c) the Seller decides otherwise.

Game Currency System

In addition to paying for Items directly by using one of the payment systems mentioned above, the Customer may choose to purchase online vouchers ("Game Currency") that may be used for the purchase of Items. Such vouchers may also be used to pay a part of the purchased Items (for example, if the Customer purchases an Item worth USD 20, they may use a 10 GD voucher to pay half of it and one of the payment systems mentioned above to pay the rest). The vouchers may also be used to pay for certain services within game. Services subject to charge are clearly marked as such, and the Customer must approve each purchase before transaction can take place.

Subscriptions can be purchased with vouchers, but certain limitations apply: Subscriptions can be purchased with vouchers, provided that the Customer:

- (a) purchases the initial subscription entirely with vouchers; and
- (b) covers all the subsequent recurring payments entirely with vouchers.

Golden DragonScales (hereafter referred to as "GD") at rate USD 1 = 1 GD;

Silver DragonScales (hereafter referred to as "SD") at rate USD 1 = 10 SD;

Copper DragonScales (hereafter referred to as "CD") at rate USD 1 = 100 CD.

The minimum purchase is a voucher worth USD 5, after which the vouchers are available in USD 5, 10 and 20 increments. The GD, SD, and CD prices of Items are available at <http://www.digomarket.com/> .

When the Customer purchases GDs, SDs, or CDs, such vouchers are placed on a specified online game account.

GDs, SDs, and CDs may be used by Customers in:

- (a) purchase of Items and services at <http://www.digomarket.com/> ;
- (b) transfer to other players (the ownership of the vouchers is transferred);
- (c) trading of Items from other players (the ownership of the vouchers is transferred in return of one or more Items);
- (d) trading of services or content from other players (the ownership of vouchers is transferred in return for player-created art & etc.).

GDs, SDs and CDs cannot be exchanged for US Dollars and they are not refundable. However, our standard Return and Refund Policy does apply to GDs, SDs, and CDs (please see below section "Return and Refund Policy").

The Seller is not liable and will not accept any responsibility for any player-created services or content or any other transactions between the players. Neither does the Seller accept any liability or responsibility for the transfer of GDs, SDs, or CDs to the Customer's other game characters as such transfer is effected by Dragon's Eye Productions, Inc. Please see the Furcadia User Agreement for further details: <http://www.furcadia.com/useragreement/> .

Unused Game Currency expires after seven years. The Seller reserves the right to accept expired Game Currency as it sees fit.

Terms of Delivery

Depending on the selected payment service, all immaterial Items, such as avatars, sponsorships, and portrait spaces, are delivered to the Customer within the following timeframe after the purchase has been completed, unless the Customer has specifically requested another delivery date and time. **For payments made with checks, items are delivered only after the check has been cleared.**

Material Items, such as T-shirts and art prints, have an estimated delivery of six to eight weeks. The delivery time may vary due to international deliveries or the number of Items in stock.

PayPal (<http://www.paypal.com/>):

Immaterial Items will be delivered within one to ten minutes after the purchase has been completed.

Items Purchased with Game Currency:

The terms of delivery specified above apply also to purchases affected with the GDs, SDs, and CDs. Purchases covered entirely by Game Currency are activated within one to ten minutes after the purchase has been completed.

Limit of Purchase

To protect its Customers from unauthorized use of their credit cards, debit cards, and PayPal and other online payment accounts, the Seller reserves the right to limit - as the Seller sees fit - purchases utilizing any payment method. At this point, the Seller may try to contact the Customer in order to ensure the legitimacy of the placed orders.

Proof of Identity

The Seller reserves the right to require a proof of identity from the Customer in order to verify the age of the Customer or to protect the Customer from

unauthorized use. Customers with a high volume or value of purchases may be required to deliver to the Seller a proof of identity and a signed Authorization of Payment Form, available at <http://www.digomarket.com/terms/authorize/>. The Seller reserves the right to deny purchases from Customers who do not provide a proof of identity when requested. Proof of identity -- a copy of government-issued photo identification (e.g., driver's license) -- may be delivered to the Seller by the means of email, fax, or mail.

Return and Refund Policy

Customers have the right to return Items and get a full refund for the price paid within 14 days of the date of the purchase or, in the case of material Items, within 14 days from when the Customer received the postal delivery. Notice regarding the return of the ordered Items should be made to the following email address: sales@digomarket.com, or at the following website: <http://support.digomarket.com/>. To clarify: Excluding defective Items and other special cases as described in California law, the Customer cedes his or her right to return Items and get any refund, if the Customer has not requested a refund within 14 days of the date of the purchase, or, in the case of material Items, within 14 days from when the Customer received the postal delivery.

In order to get a full refund, the Customer has to return the Item and, in the case of material Items such as T-shirts or art prints, the Item has to be unused. With respect to immaterial Items, a notice from the Customer to the Seller asking for a return and refund is sufficient. Seller will credit the Customer a refund without undue delay after the receipt of the returned Item or, with respect to immaterial Items, after receipt of the notice regarding the return of the ordered Item is received.

All refunds regarding immaterial Items will result in an immediate removal of the Items from Furcadia. These Items may include avatars, sponsorships and portrait spaces (filled and unfilled), as well as other items that may have been created by using the returned Item. The Seller has no responsibility to return to the Customer any content that the Customer has already sent to Furcadia relating to the ordered and returned Item. It is the Customer's responsibility to ensure that he or she maintains a copy of any such content before asking for a refund; otherwise the Customer loses such content perpetually.

If the ordered Item is defective and the Customer wants to return the Item, the Customer has to inform the Seller of any such defect within a reasonable timeframe from the moment the Customer noticed, or should have noticed, the defect. Notice regarding the defective Item should be made to the following email address: sales@digomarket.com, or at the following website: <http://support.digomarket.com/>.

If a Customer requests a refund based on a fraudulent or unauthorized use of his or her payment service account or credit card, the Seller reserves the right to block the account and/or credit card in question from any further purchases, and to block all characters connected to the purchase from Furcadia service until the matter is cleared, and the Customer has paid the Seller 10 USD plus 20% of the amount of the refund as a processing fee.

Refunds can only be made to the same payment accounts from whence the purchases originated.

Limitation of Liability

The Customer understands that as a distributor of Items relating to Furcadia, the Seller has no responsibility whatsoever for Furcadia or for Dragon's Eye Productions, Inc. Under no circumstances will the Seller be in any way liable for any acts or omissions by Dragon's Eye Productions, Inc., including any damages of any kind incurred as a result of the use of Furcadia or as a result of the inability

to use Furcadia. To the full extent permitted by law, the Customer agrees that the Seller will not be liable for any damages (including, without limitation, damages for any indirect, consequential, or exemplary loss, loss of business opportunities, data, goodwill, projects, or profits) howsoever arising and whether in contract, tort, or otherwise from the use of, or inability to use, anything related to the Items or the Items themselves.

The Customer understands that as a distributor of Adult Tags, the Seller has no control over the Customer submitting his or her personal data (including an original, or copy of, any legal identification document) to Dragon's Eye Productions, Inc. Under no circumstances will the Seller be in any way liable for the Customer providing Dragon's Eye Productions, Inc., with fraudulent data and/or the approval of such data by Dragon's Eye Productions, Inc., for the purpose of activating an Adult Tag.

Moreover, the Seller is not liable for the Customer's inability to use the purchased Items due to:

-Inability to connect to the Furcadia game caused by Furcadia provider Dragon's Eye Productions, Inc., whether it is due to an error in their services or due to a legal action, strike, monetary problem, act of God, et cetera.

-Inability to connect to the Furcadia game caused by the Customer's Internet Service Provider or Internet connection.

-Inability to connect to the Furcadia game due to an authoritative action taken by the Furcadia game staff against the Customer's character.

-Inability to connect to the Furcadia game due to broken hardware or software on the Customer's computer.

Should the Customer's inability to connect and use Furcadia be caused due to Dragon's Eye Productions, Inc., (excluding authoritative action taken by the Furcadia game staff against the Customer's character) and the inability has continued to excess, **the Seller will first offer the Customer an alternative service where Furcadia Items can be used. If such a service is offered, the Seller is not liable to refund any Items purchased from the Seller.** If such an alternative service is not offered within a reasonable timeline, the Seller will refund the Customer for the unused Items ordered from the Seller.

For Life Items

The Customer agrees that the term "for life", used within the names of some of the Items, means that the purchased Item will be available for the Customer without any further charge during the time that Furcadia is available to the public. The Customer acknowledges that the Furcadia game may one day close and that the Seller or Dragon's Eye Productions, Inc., is not liable to extend the time of the availability of Furcadia in order to meet the Customer's span of life, or to offer refunds beyond what is specified in the "Limitation of Liability" clause. The Customer agrees that he or she has no right to any refunds if a purchased "for life" Item has been in use for more than 24 months.

Item Transfers and Trades

The Furcadia game offers its players ways to transfer and trade Items with other players ("Item Transfer"). **The Customer agrees that if he or she transfers or trades an Item with another player, the legal ownership of that Item will be transferred as well.** The Seller does not offer refunds of Items which have been transferred or traded from the original owner. The Customer acknowledges that "giving" an Item to another character in Furcadia is done by

transferring the Item and will therefore bring this clause into force. Furthermore, the Customer recognizes that all transfers and trades within Furcadia are done directly under the control of Dragon's Eye Productions, Inc., and in accordance with the Furcadia User Agreement; therefore, as a distributor of Items, the Seller has no control over Item Transfer.

The Customer agrees that purchasing Items for another player is considered an Item Transfer and that the aforementioned conditions apply. The Customer acknowledges that if the purchase has not been part of an Item Transfer between the Customer and the other player, the Customer is eligible to the return and refund policy described in the "Return and Refund Policy" clause. The refund can only be made to the same payment account from whence the purchase originated.

Personal Data Protection

The Seller collects the personal information of its Customers and keeps a Customer register containing this information. The Customer register is kept confidential and the Seller does not share any confidential information regarding its Customer with any third parties, except what is specified in the "Assignment" clause. **The Seller may provide Dragon's Eye Productions, Inc., with some or all of the collected personal information** when it is necessary in order to guarantee smoother service, to complete a purchase, to provide proof of purchase, to assist sales analysis and inventory-taking, or for other essential reasons. Dragon's Eye Productions, Inc., guarantees that it will not share any personal information received from the Seller with any other third parties.

The Customer will always have access to the information that the Seller has collected about the Customer. If the Customer would like to review personal information, the Customer should email to the following address: sales@digomarket.com, or contact the customer service at the following website: <http://support.digomarket.com/>. Due the nature of this data, the Customer is required to provide proof of identity, by a means determined by the Seller, before any information is released.

The description of the Seller's personal data file is available at http://www.digomarket.com/terms/sales_data1.htm and http://www.digomarket.com/terms/sales_data2.htm .

Assignment

At any point the Seller may assign this agreement, including rights and responsibilities thereof, to a third party, provided that the third party ensures that all purchases that the Customers may have made before that time are honored to the fullest. The Seller will inform its Customers of the assignment by email thirty (30) days before the assignment. Those Customers who do not accept the assignment are entitled to a refund in accordance with the terms expressed in the "Limitation of Liability" and "Return and Refund Policy" clauses, provided that they inform the Seller of this non-acceptance by email no later than fourteen (14) days prior to the date of the assignment. Once the agreement has been assigned, the third party alone is responsible for all refund claims and customer support.

Legal Actions

These Sales and Delivery Terms shall be governed by and construed in accordance with the laws of California excluding its choice of law provisions. By making a purchase, Customer agrees that all disputes between the Seller and its Customers will be settled by binding arbitration. If any provision of these Sales and Delivery Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the other provisions of these Sales and Delivery

Terms will remain in full force and effect.