

TERMS OF USE

By checking the box marked "I HAVE READ AND AGREE WITH THE TERMS OF USE" you (herein referred to as "INVENTOR") acknowledge and accept the following "TERMS OF USE" when uploading your video to Excel Development Group, Inc. (herein referred to as "EXCEL"):

For good and valuable consideration EXCEL hereby accepts your Product Concept video ("VIDEO") only for the purpose of its review and evaluation. EXCEL shall review the Product Concept in the video for its licensing potential and agrees to maintain the confidentiality of the Product Concept video for period of one year from the date of submission and not to disclose the Product Concept video to any third parties (including toy companies and suppliers) without INVENTOR'S permission. INVENTOR consents to EXCEL'S disclosure of the Product Concept to its employees, affiliates, consultants and vendors **only on a need-to-know basis**. These TERMS OF USE **do not restrict** EXCEL'S use of information which, prior to this disclosure, is already in the public domain; was already in EXCEL'S possession; or was, or is subsequently, obtained from a third party who is lawfully in possession of such information.

INVENTOR acknowledges that, while EXCEL does its best to ensure the optimal performance of its website (the "SITE"), INVENTOR uses the SITE at its own risk. The SITE, and all materials in the SITE, are provided 'as is' and, to the fullest extent permitted by law, are provided without warranties of any kind, either expressed or implied. The SITE is NOT fit for any particular purpose; the functions of the SITE, including the submission function, are NOT warranted to be uninterrupted or secure; defects on the SITE or its functions therein are NOT warranted to be corrected; the SITE is NOT warranted to be free from viruses or other harmful components; and the SITE is NOT warranted to be accurate, error free, or reliable.

EXCEL, its parents, affiliates, and their respective agents, employees, directors, officers, and owners are NOT LIABLE for damages of any kind stemming directly or indirectly from any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures, or for the theft, destruction, loss, damage, or unauthorized access or publication to or of your computer system, network, or VIDEO. By submitting a VIDEO, INVENTOR assumes the risk of any loss, theft, destruction, damage, or unauthorized access or publication

These TERMS OF USE are governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the State of Minnesota or, if appropriate, the United States District Court for the District of Minnesota for resolution of any dispute, action, or proceeding arising in connection with these TERMS OF USE or your use or non-use of the SITE, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action, or proceeding.

INVENTOR acknowledges that they are of at least eighteen (18) years of age. INVENTOR further acknowledges that they have read and understood EXCEL's Privacy Policy.