

## DISNEY FAIRIES PIXIE HOLLOW PIXIE DIAMONDS PURCHASE AGREEMENT (the "PURCHASE AGREEMENT")

You have elected to purchase "Pixie Diamonds" (the "**Service**") for use in the Pixie Hollow virtual world (the "**Game**").

PLEASE READ THIS PURCHASE AGREEMENT, THE DISNEY TERMS OF USE, AND THE DISNEY HOUSE RULES CAREFULLY BEFORE USING THIS SERVICE.

This Service is owned and operated by Disney Online (referred to as "**Disney**," "**we**," "**us**," or "**our**" herein).

Please note that the person who purchases the service by credit card or other payment option will be referred to from time to time as "**PURCHASER**" in this Agreement. The person who receives the Service for their Pixie Hollow registered account (whether free or trial account or pursuant to the [Pixie Hollow Membership Agreement](#), each referred to below as "**Account**"), will be referred to as the "**ACCOUNT HOLDER**" in this Agreement, and may not necessarily be the PURCHASER.

The terms of this PURCHASE AGREEMENT apply to both PURCHASER and ACCOUNT HOLDER.. The PURCHASER is responsible for making each ACCOUNT HOLDER for whom they purchase the Service (and anyone else allowed to access to Accounts) aware of the terms of this PURCHASE AGREEMENT and for ensuring compliance. The ACCOUNT HOLDER for an Account is entirely liable for all activities conducted through that registered Pixie Hollow Account.

By purchasing and using this Service, PURCHASER and ACCOUNT HOLDER agree to this PURCHASE AGREEMENT, the Disney Terms of Use -[http://disney.go.com/legal/conditions\\_of\\_use.html](http://disney.go.com/legal/conditions_of_use.html), and the Disney House Rules -<http://disney.go.com/questservices/houserules> (collectively, the "**Agreement**"). If you as ACCOUNT HOLDER and/or PURCHASER do not agree to each of these documents in their entirety, please do not purchase and/or use the Service.

PURCHASER and ACCOUNT HOLDER will be collectively referred to as "**User**" or "**you**" or "**your**" in the remainder of this PURCHASE AGREEMENT.

We reserve the right, in our sole and absolute discretion, to change, modify, add, or remove (collectively, "**Change**" or the "**Changes**") portions of this Agreement (including the Terms of Use and House Rules) at any time, and Changes will be effective immediately upon posting of the revised Agreement at the domain or subdomain where the prior version was posted. It is the User's responsibility to review these terms, the Terms of Use, and the House Rules for any Changes. Although notification of Changes to this Agreement may from time to time be posted on Pixie Hollow's web sites or in proximity to the Game, or sent via e-mail or postal mail, such notification does not waive or otherwise excuse User's affirmative obligation to review the Agreement for Changes, and to understand and agree to the most up-to-date terms of the Service. We suggest that you review the terms of this PURCHASE AGREEMENT, the Terms of Use, and the House Rules for Changes each time prior to using the Service.

If any future Changes to this Agreement are unacceptable to you, or cause you to no longer be in compliance with this Agreement, you must see that the Account for which the purchase was made is terminated. Continued use of the Service following Changes to this Agreement (including the Terms of Use and House Rules) will signify that the User accepts those Changes.

We may change, modify, suspend, or discontinue any aspect of the Service at any time, including, without limitation, (a) the availability of any Service feature, database or content, hours of availability, or equipment needed to access the Service, and (b) pricing for the Service. We may also impose limits on certain features or restrict your access to parts or all of the Service for extended periods of time, without notice or liability. We reserve the right to interrupt the Service with or without prior notice for any reason or no reason, and you shall not be entitled to any refunds of fees for interruption or discontinuation of the Service or its otherwise failure to perform. We cannot guarantee that this Service or any data stored or transmitted in connection with it will be uninterrupted, error-free, and secure of viruses and other malware.

We are not an Internet provider and do not provide Internet access, and you are responsible for all fees associated with your Internet connection. You are likewise solely responsible for and must provide all telephone, computer and other equipment necessary to access the Service, including without limitation Internet access software and modems. We do not guarantee that the Service will operate on any specific equipment or any particular operating system, and

we are not responsible for any damage, either temporary or permanent, to equipment or software in connection with using the Service.

## RESTRICTIONS ON USE OF MATERIALS

All materials published by Disney (including, but not limited to, informational resources, photographs, images, illustrations, audio clips, and video clips (collectively, "**Content**")) are protected by copyright, and owned or controlled by Disney, its parent or affiliated companies, or a third-party provider. You shall abide by all copyright notices, information, or restrictions contained in any Content accessed through the Service.

The Service is copyright protected as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. No material from the Service or any Web site owned, operated, licensed, or controlled by Disney may be copied, reproduced, republished, uploaded, posted, or transmitted, nor may derivative works be created from them or distributed in any way. Your use of this Service will constitute an affirmative acknowledgment that unauthorized copying of the Software (defined below) or duplication of the Software in any manner, including software that has been modified, merged, or included with the Software, or the written materials associated therewith, is expressly forbidden. Using our Content for any other purpose, including but not limited to using any of our Content on any other Web site or networked computer environment, is a violation of our copyright and other proprietary rights and is strictly prohibited.

You further acknowledge that you may not sublicense, transfer, sell, or assign this license, the Service, the Software, or your username, Pixie Hollow fairy/sparrowman name, or Account ID. Any attempt to sublicense, transfer, auction, sell or assign the license is void, and such attempts, regardless of whether made by User, will result in immediate termination of the Account.

If you download software from the Service, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**"), are licensed to you by Disney. We hereby grant to you a non-exclusive license to use the Software solely in connection with the Service via an authorized and fully-paid (or authorized free or trial) Account. You represent, warrant, and covenant (a) that no materials of any kind submitted through your use of the Account and use/purchase of the Service will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy, or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; (b) the credit card provided to us is valid, PURCHASER is authorized to use the credit card, and is at least thirteen (13) years old; (c) we may charge the credit card provided to us, as more fully described in the Section titled "Price and Payment" below; and (d) you will fully comply with the terms of the Agreement.

You do not own the Account, nor do you own any data stored on our servers. When using the Service, you may accumulate things, including currency, treasures, skills, equipment, and other items, that reside as data on our servers. You do not own these things, nor do you own the Pixie Diamonds. Rather you receive a limited right to use those things in connection with certain features in the Game, including but not limited to the Service. All Account data may be deleted, altered, moved, or transferred at any time for any reason or no reason at all in Disney's sole and absolute discretion. In the event that such data is corrupted, destroyed, or otherwise lost, you acknowledge that Disney shall not be subject to any liability.

Without limiting other terms of this Agreement, Disney forbids and does not recognize (i) the transfer of Accounts, or (ii) any agreements to receive consideration in return for purchasing or using the Service or any other Pixie Hollow feature/subscription/membership/etc. In other words, you should only purchase the Service for yourself or as a gift for someone else (and expecting nothing in return), and you should not let someone else take over your Account. You may not purchase, sell, gift, or trade an Account, and you shall not purchase, sell, or trade the Service to/from any company or individual other than Disney; any such attempts shall be null and void. Disney only sells the Service, and Pixie Diamonds are not redeemable for any sum of money or monetary value from Disney (nor will we provide refunds) or from anyone else. Per this Agreement, Disney owns, has licensed, or otherwise has rights to all of the Content that appears on the Pixie Hollow website and in the Game, and in connection with the Service. You agree that you have no right or title in or to any such Content other than permitted herein, including the virtual goods or currency appearing or originating in the Game or in connection with the Service or other feature/subscription/membership/etc, or any other attributes associated with the Account or stored in connection with the Service or other feature/subscription/membership/etc. Disney does not recognize any agreements to transfer virtual property in or outside of the Game, including but not limited to agreements to sell items for "real" money or in exchange for other items.

You hereby indemnify, defend, and hold Disney, its parent and affiliated companies, and all officers, directors, owners, agents, information providers, affiliates, licensors, and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your Account.

You further acknowledge and agree that we may, in our sole and absolute discretion, track, record, observe or follow any and all of your interactions within the Service.

## **DISCLAIMER**

THE MATERIALS IN THIS SERVICE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DISNEY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DISNEY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DISNEY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT DISNEY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WITHOUT LIMITATION OF THE FOREGOING, YOU ACKNOWLEDGE THAT, AS A SERVICE TO USERS OF THE DISNEY SERVICE, WE INCLUDE LINKS TO OTHER WEB SITES ON THE WORLD WIDE WEB PORTION OF THE INTERNET AND THAT DISNEY HAS NO CONTROL OVER, AND MAKES NO REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING THE CONTENT OR APPROPRIATENESS OF CONTENT ON SUCH WEB SITES, AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO SUCH WEB SITES.

Further, Disney explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Services from third parties not associated with Disney. Disney encourages discretion when browsing the Internet using our or anyone else's service. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, Disney cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third-party sites, and you hereby irrevocably waive any claim against us with respect to such sites. Disney cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Service since other shop channels are owned and operated by independent retailers. Disney does not endorse any of the merchandise, nor has Disney taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party sites. Disney does not make any representations or warranties as to the security of any information including, without limitation, credit card and other personal information you might be requested to give any third party and you hereby irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DISNEY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS SERVICE OR ANY OTHER WEB SITE, EVEN IF DISNEY OR A DISNEY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL DISNEY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE.

## **SECURITY**

As part of the registration process, Users select a password and Account ID ("**Account ID**"). We reserve the right to delete or change your Account ID for any reason or no reason. You shall provide Disney with accurate, complete,

and up-to-date Account information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your Account or other measures, including legal action. You may not (i) select or use an Account ID of another person with the intent to impersonate that person, including Account IDs that are deliberately misleading or deceptive as to the identity of the User; (ii) use a name subject to the rights of any other person without authorization; or (iii) use a Account ID that Disney, in its sole and absolute discretion, deems inappropriate or offensive. Without limiting any of its additional rights in this Agreement or otherwise, Disney reserves the right to enforce these security measures at any time, and Disney's allowance of an Account ID shall not be considered a waiver of our ability to terminate, suspend, or otherwise reevaluate your Account at a later time.

You shall notify Disney by e-mail at [security\\_breach@help.go.com](mailto:security_breach@help.go.com) of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

Any fraudulent, abusive, or otherwise illegal activity, or any other conduct that is harassing, disruptive, or otherwise uncivil in the sole and absolute of Disney may be grounds for termination of your Account, at Disney's sole and absolute discretion, and you may be reported to appropriate law-enforcement agencies.

## **PRICE AND PAYMENT**

Disney reserves the right at any time to charge additional fees for access to the Service. Disney reserves the right to change the amount of, or basis for determining, any fees or charges for the Service, and to institute new fees or charges effective upon prior notice to Users via the email address of record on the User's Account or posting upon the domain or subdomain of the Service or any other method that is designed to provide reasonable notice to Users. Disney reserves the right to provide the Service at no charge for promotional reasons or otherwise (such as a free subscription or trial). PROVISION OF PROMOTIONAL TRIALS OR OTHER PREFERRED OR DISCOUNTED ACCESS TO SOME USERS (INCLUDING, BUT NOT LIMITED TO, FULL OR LIMITED ACCESS TO THE SERVICES OFFERED FREE OF CHARGE, OR OTHER SIMILAR SUBSCRIPTION PROMOTIONS) SHALL NOT OBLIGATE DISNEY TO PROVIDE SUCH PROMOTIONS, DISCOUNTS, OR PREFERRED ACCESS TO OTHER MEMBERS.

PLEASE NOTE: AS OF NOVEMBER 10, 2011, PIXIE HOLLOW INSTITUTED A NEW POLICY AS TO THE NUMBER OF FAIRIES A USER CAN MAINTAIN. IF YOU REGISTERED YOUR USERNAME AND CREATED A FAIRY BEFORE THAT DATE, YOU WILL BE ABLE TO CREATE UP TO THREE FAIRIES, DEPENDING ON HOW MANY FAIRIES YOU PREVIOUSLY CREATED. IF YOU CREATED YOUR FIRST FAIRY AFTER THAT DATE – EVEN IF YOU ESTABLISHED A USERNAME BEFORE THEN – YOU WILL ONLY BE ABLE TO MAINTAIN ONE FAIRY WITH YOUR ACCOUNT.

PURCHASER agrees to pay all charges for the Service, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. Users must provide Disney with valid information as requested during the registration process or during a purchase, which may include (but is not limited to) credit card information, promotional codes, or other means of payment.

If you have reason to believe that an Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your Account ID, Password, or any credit, debit, PayPal, or charge card information stored in connection with the Service), you must promptly change your Password and notify Disney of the problem (by giving notice as described in the Notice section below) to avoid possible liability for any unauthorized charges to your Account.

If PURCHASER is paying by credit card (including debit and other charge cards):

Disney shall charge the PURCHASER'S credit card on or after the date of purchase of the Service, or if you have signed up for a free promotion or trial period that requires you to terminate the Service prior to the end of the free/trial period if you do not want to purchase the Service thereafter, Disney may charge your credit card in accordance with the terms of the promotion or trial.

Each purchase of the Service is a separate charge on your credit card (or other payment method) account, and PURCHASER will have to log in to their Account to make subsequent purchases of the Service. Without limiting other sections of this Agreement, Disney reserves the right to Change the way it makes the Service available for purchase, including but not limited to offering on a recurring payment basis.

You may notify Disney that you wish to cancel the Service at any time. Disney agrees that it will terminate your Account upon receipt of notification from the ACCOUNT HOLDER. However, you shall not be entitled to any refunds for termination of the Service.

Your right to use or purchase the Service is subject to any limits established by Disney or by your credit card issuer. If payment cannot be charged to the given credit card or the charge is returned to Disney for any reason, including chargeback, Disney reserves the right to either suspend or terminate access to the Account and/or Service.

## **PARENTAL CONSENT**

Under the Children's Online Privacy Protection Act ("**COPPA**"), parental consent is required for the online collection, use and/or disclosure of personal information obtained from a child under the age of thirteen (13). When purchasing the Service, the PURCHASER may be asked to provide a valid credit card. If paying by credit card, children will need to have a parent, legal guardian register an adult Account to make the purchase for the child's Account. By providing his or her credit card number, the PURCHASER: (a) represents and warrants that he or she will be maintain an Account and oversee the child's Account; (b) represents and warrants that he or she is the parent or legal guardian of any child under the age of thirteen (13) for whom he or she allows to use an Account; and (c) agrees to our collection, use and disclosure of personal information in accordance with the Privacy Policy [http://disney.go.com/corporate/legal/wdig\\_privacy.html](http://disney.go.com/corporate/legal/wdig_privacy.html) with respect to any child under the age of thirteen (13) for whom the parent/legal guardian allows to use an Account.

## **NOTICE**

All ACCOUNT HOLDERS in connection with a purchase or use of the Service will submit, maintain, and keep up to date a correct e-mail address (or parent e-mail address with regard to children under the age of thirteen (13)) and other Account information. Without waiving or excusing User's obligation to review the terms of this Agreement (including the Terms of Use and House Rules) for changes, we may give notice to the Account Holder by means of a general notice on the Pixie Hollow website(s) or in connection with parts of the Service, electronic mail to the e-mail address on record in our Account information, by written communication sent by first-class mail to the address on record in our Account information or by any other method that is designed to provide reasonable notice to Users.

You may give notice to Disney. Such notice shall be deemed given when received by Disney at any time by e-mail at [MemberServices@PixieHollow.com](mailto:MemberServices@PixieHollow.com).

## **AUTOMATED GAMEPLAY AND OTHER CHEATING METHODS**

Use of any software, code, device or other mechanism that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client will result in immediate termination of the Account. Disney reserves the right, in its sole and absolute discretion, to determine what constitutes manipulation of gameplay or game client.

## **NON-VERIFIABILITY OF CONTENT AND AFFIRMATIVE OBLIGATION TO REPORT ABUSE**

Disney does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Game, Pixie Hollow website or the Service by any user, information provider, or other third-party individual or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Disney reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Service.

Disney has limited ability, if any, to oversee the quality, safety, morality, legality, truthfulness or accuracy of the content of communications between users. You therefore have an obligation to report all inappropriate behavior to Disney immediately. If you continue to have problematic interactions with other users, then you must stop using the Service immediately.

## **TERMINATION OF SERVICE**

This Agreement is effective until terminated by either party. You may terminate this Agreement and the right to use the Service at any time by calling our customer service center at 877-78-PIXIE (877-787-4943), Monday through Friday, 7:30 a.m. to 5 p.m. (PT) and Saturday and Sunday from 8 a.m. to 4 p.m. (PT). Upon cancellation you will no longer have access to the Service. Disney may terminate your Account or access rights to this Service immediately without notice for any reason or no reason in our sole and absolute discretion. Upon termination, you must destroy

all materials obtained from this Service and all copies thereof, whether made under the terms of this Agreement or otherwise.

## **OTHER**

This Service is controlled and operated by Disney from its offices within the State of California, United States of America. Use of the Service is limited to the United States and Canada, and those who choose to purchase or access this Service from other locations do so in violation of this Agreement. By downloading or using the Software, you represent and warrant that you are located in the United States or Canada. Disney makes no representation that materials in the Service are appropriate or available for use in other locations.

Those who nevertheless purchase or access this Service from locations outside of the United States or Canada do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this Service is further subject to United States export controls. No Software from this Service may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading, purchasing, or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Certain Software that Users download to use or install from a CD-ROM is "Restricted Computer Software." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (October 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14, as applicable.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. By purchasing or using the Service, you hereby consent to the personal jurisdiction of the courts of Los Angeles County, California, and agree that all disputes will be handled within the jurisdiction of Los Angeles County, California.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

## **ENTIRE AGREEMENT**

This Agreement (including the Terms of Use and House Rules) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral, between Disney representatives and you. Disney may amend or modify this Agreement or impose new conditions at any time upon notice from Disney to you as described in the Section titled "Notice" above. Any purchase or use of the Service by you after such notice shall be deemed to constitute acceptance by User of such amendments, modifications, or new conditions. In the event that a conflict exists between this PURCHASE AGREEMENT and the Terms of Use and/or House Rules, this PURCHASE AGREEMENT shall be determinative.