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# **CNETNetworks**

# **GameSpot Complete Terms & Conditions**

We are offering you a subscription to GameSpot Complete (the "Service") based on your acceptance, without modification, of these terms, conditions and notices (these "Terms").

We reserve the right, in our sole discretion, to modify these Terms and the Service fees, at any time, effective upon the date we post a new set of Terms on the Service site. Your continued use of the Service constitutes your binding acceptance of these Terms, including any changes or modifications that we may make. If any part of these Terms or any future changes to these Terms are not acceptable to you, you may cancel your Service by calling customer service at 800-215-9841 (US or Canada) or by visiting the Service's cancellation page, located at https://authorize.gamespot.com/1361-2425-8.html.

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You must use a major credit card in order to register for the Service. You hereby authorize us to charge your credit card to pay for your initial Service subscription and for any automatic renewals. Until you cancel your subscription, we will renew it automatically and we will charge your credit card each year or each month (depending on the subscription term that you selected when you registered) for the price of a then-current annual or monthly subscription (depending on the subscription term that you selected when you registered).

You may cancel your Service by calling customer service at 800-215-9841 (US or Canada) or by visiting the Service's cancellation page, located at <a href="https://authorize.gamespot.com/1361-2425-8.html">https://authorize.gamespot.com/1361-2425-8.html</a>. The current subscription fees are posted on the registration page, located at <a href="https://authorize.gamespot.com/1300-2425-8.html">https://authorize.gamespot.com/1300-2425-8.html</a>.

You agree to pay all fees and charges that you incur through your account, including, but not limited to, applicable taxes. You will also be responsible for charges for any products or services that you purchase that are offered for sale through the Service. In addition, you are also responsible for paying any amounts billed to your credit card by someone who uses your card without your permission, even if your credit card company does not cover such costs.

If we do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement governs your use of your designated card in connection with the Service, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder.

# Protect your password and subscription

You agree to provide true, accurate, current and complete information about yourself as requested in the Service's registration process and to update your information within ten (10) days of any changes by calling customer service at 800-215-9841 (US or Canada). You may not reveal your subscription password to anyone else and you may not use anyone else's password. You are responsible for maintaining the confidentiality of your subscription account and password. Unauthorized access to the Service is a breach of these Terms and a violation of the law.

### Cancellation

- \* We will continue to automatically renew your subscription until you cancel your subscription, which you may do at any time.
- \* Once you cancel your subscription, your access to the Service will be terminated on the next monthly anniversary of your sign-up date.
- \* In addition, if you have an annual subscription we will refund you (based on a monthly prorated fee) for the balance of months remaining after your Service access termination date, minus a five dollar (\$5.00) processing fee. This fee is subject to change.
- \* You will still be responsible for obligations to pay accrued charges, including any prorated charges accrued for the billing cycle in which your subscription is cancelled.
- \* You may cancel your Service by calling customer service at 800-215-9841 (US or Canada) or by visiting the Service's cancellation page, located at <a href="https://authorize.gamespot.com/1361-2425-8.html">https://authorize.gamespot.com/1361-2425-8.html</a>.

# **CNETNetworks**

# **GameSpot Complete Terms & Conditions**

# **Promotional trial subscriptions**

We may occasionally offer promotional trial subscriptions to the Service at special discounted prices. If you sign up for a trial subscription, your subscription will be automatically renewed at the normal subscription rate in effect at the end of the trial period, unless you cancel before the end of the trial period.

### Third party sites

The Service contains links to other Internet sites that we or third parties offer and your use of each of those sites is subject to the terms and conditions, if any, that are contained on those sites (the "Third Party Terms"). In the event that another site's Third Party Terms conflict with these Terms, then the Third Party Terms will control. We have no control over such third party sites and we are not responsible for any changes to any third party site or for the contents of any third party site, including, without limitation, any links that may be contained in such a site. Our inclusion of any link to a third party site is not an endorsement of that site.

### Your conduct on the Service

By posting messages, inputting data, or engaging in any other form of communication through the Service, you are granting us permission to use, modify, distribute, transmit, publicly display, publicly perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell any such communication and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to your communication.

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If the Service contains bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums"), you agree to use any Forum only to send and receive messages and material that are proper and related to that particular Forum. Without limiting the foregoing, you agree that you will not (i) defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others; (ii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; (iii) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer; (iv) advertise or offer to sell any goods or services for any commercial purpose; (v) conduct or forward surveys, contests, pyramid schemes or chain letters; (vi) download any file posted by another user of a forum that you know or reasonably should know, cannot be legally distributed in such matter, (vii) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; or (viii) restrict or inhibit any other user from using and enjoying the forum. We reserve the right to terminate your access to any or all of the forums at any time without notice for any reason whatsoever.

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# **CNETNetworks**

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WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These Terms shall be construed in accordance with the laws of the State of California, and the parties irrevocably consent to bring any action to enforce these Terms in the federal or state courts located in San Francisco County, California. These Terms constitute the entire agreement between you and CNET with respect to the Service, and supersedes all previous written or oral agreements. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

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# **CNET Networks, Inc. Privacy Policy**

# Privacy policy

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This privacy policy applies to the U.S. operations of all brands and services within the CNET Networks family.

### Overall privacy statement

CNET Networks takes your privacy seriously. Because we gather certain types of information about our users we want to help you understand the terms and conditions surrounding the collection and use of that information. This privacy statement discloses the types of information we gather, how we use it, and how to correct or change it. These privacy practices apply to the Web site that you were viewing when you clicked through to this policy, which is operated by CNET Networks, its partner or affiliate.

# 1. What personally identifiable information does CNET Networks collect?

CNET Networks' primary goal in collecting personal information is to provide you with the best and most useful content and services. Because CNET Networks derives its revenue mainly from advertising, collecting information is essential to keeping our services affordable to users.

CNET Networks collects personally identifiable information when you provide it to us, such as when you register on one of our sites, when you subscribe for a print magazine or an e-mail newsletter, when you use certain products or services, such as our CatchUp software, and when you visit CNET Networks pages and read newsletters. Several of the services that we offer on our sites, such as auctions and message boards, may require registration as a condition of use. Once you register with one of our CNET Networks sites you are no longer anonymous to us. CNET Networks may also receive information about you from other sources and add it to the information you have provided to us.

# 2. What anonymous information does CNET Networks collect? Cookies

Your Internet browser has a feature called "cookies" which store small amounts of data on your computer about your visit to any of our sites. However, cookies tell us nothing about who you are unless you specifically give us personally identifiable information. You do not need to have cookies turned on to visit most CNET Networks sites, although active participation in certain areas of our sites may require cookies. In addition, you may elect not to allow cookies to be collected by selecting certain options on your browser.

### Web bugs & servers

We use electronic images known as Web bugs--sometimes called single-pixel GIFs, transparent GIFs, or clear gifs--that allow us to track general user traffic patterns. CNET Networks also automatically receives and records information from our servers and from your browser, including your IP address, the time, and information about the page you requested.

We use tracking technologies in a variety of ways, including:

- \* keeping count of return visits to our site or our advertiser' or partners' sites
- accumulating and reporting anonymous, aggregate (data collected in mass), statistical information on Web site and advertisement usage
- determining which features users like best
- \* saving your password so you don't have to re-enter it each time you visit our sites

# Third-party advertisement servers

Some of our advertisers use third-party companies to serve their advertisements on our sites and, in some cases, in our HTML-formatted newsletters. Often, these third-party advertising companies employ cookie and Web bug technologies to measure advertisement effectiveness. We do not give any personally identifiable information to them as part of this relationship. Use of their tracking technology is subject to their own privacy policies. If you would like more information about the privacy policies of the third-party advertising providers including information on how to opt out of their tracking methods, check: http://www.networkadvertising.org/optout\_nonppii.asp.

# 3. How does CNET Networks use the information?

CNET Networks uses the information we gather for four general purposes:

\* to customize the advertising and content you see

# **CNET Networks, Inc. Privacy Policy**

- \* to enhance the user experience in our network of sites. We use tracking information to determine how well each page performs overall based on aggregate user demographics and traffic patterns to those pages. This helps us continue to build a better service for you
- \* to fulfill your requests for certain products and services, such as sending out electronic newsletters and enabling users to participate in polls, contests, message boards, and auctions
- \* to send you information you agreed to receive about topics we think will be of interest to you

# 4. How does CNET Networks share the information?

Personally identifiable information

CNET Networks will make your personally identifiable information available to other companies or people when:

- \* we have your consent to share the information
- \* we have engaged companies to work with or on behalf of CNET Networks to provide a product or service that you have requested, such as opt-in e-mail announcements
- \* you use co-branded services. When you use a co-branded service within our network of sites you grant us permission to pass your registration information back to that service partner. Their use of your information is subject to their applicable privacy policies.
- \* we respond to subpoenas, court orders, or legal process; or we believe that your actions violate applicable laws, CNET Networks' Terms of Use or any usage guidelines for specific products or services, or threaten the rights, property, or safety of CNET Networks, our users, or others

### Aggregate information

CNET Networks aggregates personally identifiable information and discloses such information in a nonpersonally identifiable manner to advertisers and other third parties for marketing, promotional, and other purposes. We do not disclose to these entities any information that could be used to identify you personally.

### CNET Channel data

Companies that use our CNET Channel services may enter account data for third-party services. This information is necessarily passed on to those third parties when their ordering system is accessed. CNET Channel users may also enter data about their customer orders. This information is shared only in aggregate form with third parties.

# Business transfers

We are always seeking to improve our network of Web sites and our business. In accomplishing these objectives, we may buy or sell a company, or one or more of the companies in our corporate family may merge with or be acquired by another company. If we sell a business, we may transfer some or all of your information as a part of the sale in order that the service being provided to you may continue or for other business purposes.

#### 5. What are my options?

Users who would rather not provide any of the user data requested by our registration process do not need to register with us. You can still view much of the content and use many of the services offered by our sites without registering.

We also give users the following options:

- \* opting not to receive our electronic newsletters or those of third parties when registering. Users who opt-in may remove themselves from mailing lists at any time through the subscription management pages or by following the instructions at the end of the e-mail they received from us;
- \* opting not to provide certain personal information when registering for a site.

### 6. How can I update my personally identifiable information?

You can correct or change the information collected during registration for any site (see above for a description of the registration process). The instructions for doing this can be found in our member services areas. Users may change this information at any time and as often as necessary. Users who are experiencing problems or who have questions about how our services work can contact us using e-mail addresses at the bottom of this page. Currently, we do not offer users a means by which to completely delete personal information established at the time of registration.

#### Builder

- E-mail newsletters
- Site registration
- \* Online books

#### mySimon

E-mail newsletters

#### **SmartPlanet**

Site registration

# **CNET Networks, Inc. Privacy Policy**

#### **CNET**

- \* E-mail newsletters
- Download.com
- \* Auctions.cnet.com
- \* CNET Advantage
- Computer Shopper magazine
- \* Internet Services listings
- Quick SiteBuilder
- \* Upload.com
- \* General site registration

## **GameSpot**

- \* E-mail newsletters
- \* GameSpot Burnadisc
- \* GameCreds
- \* GameSpot Download Express
- \* GameSpot Elite
- \* GameSpot Complete

# **Tech Republic**

- \* E-mail newsletters
- Site registration

#### **ZDNet**

- \* E-mail newsletters
- Downloads
- \* Auctions
- \* ZDNet Advantage
- ZDNet Rewards
- SiteBuilder
- Tech InfoBase
- General site registration

# 7. How will I know if the privacy policy is changed?

Any modifications to our privacy practices will be reflected first within this area of our network of Web sites. If there is a material change in our privacy practices, we will indicate on our sites that our privacy practices have changed and provide a link to the new privacy statement. If we are going to be using the information collected from users in a manner materially different from that stated at the time of collection we will send affected users written notice of the change.

#### 8. Privacy of children

Our network of sites is not directed to children under the age of 13. We operate our network of sites in compliance with the Children's Online Privacy Protection Act and do not permit registration by, and will not knowingly collect or use personally identifiable information from, anyone under 13 years of age. This requirement is clearly posted during the registration process.

#### Questions, comments

Questions regarding this privacy statement, or regarding any other aspects of our network of Web sites, should be sent via e-mail to or to our corporate offices at 235 Second Street, San Francisco, CA 94105. We read every message submitted and try to reply promptly to every one. We may also file your comments to improve the site and program, or review and discard the information.

# E-mail contacts for questions

- \* CNET: privacy@cnet.com
- \* ChannelOnline: channelsupport@cnet.com
- \* GameSpot: <u>feedback@gamespot.com</u>
- \* MySimon: <u>privacy@mysimon.com</u>
- \* TechRepublic: tech@techrepublic.com
- \* ZDNet: privacy@zdnet.com

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