



## **TERMS OF USE**

**Effective Date: 1 June 2018**

**To download and/or print this Terms of Use (“Terms”), email [supportcentermanagement@parkplacetech.com](mailto:supportcentermanagement@parkplacetech.com) or use the browser to print and/or download.**

**If you are accessing the Service from outside of the U.S.A, please see Section 12.C.**

### **Introduction**

Please read these Terms carefully before using our websites and any online services, software or apps provided by Park Place Technologies, LLC or its affiliates (collectively, “**Park Place Technologies**”, “**we**”, or “**us**”, or “**our**”) that post a link to these Terms (the “**Service**”). By visiting or otherwise using the Service in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them, and you represent and warrant that you have the right, authority, and capacity to enter into them (on behalf of yourself or the entity that you represent). The Service is for business use only and may not be used for personal, household or consumer purposes, except as set out herein. You also acknowledge, agree and consent to our data practices as described in our Privacy Policy.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, limit Park Place Technologies’ liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall Service downloads and applications.**

### **Additional Terms and Updates to Terms**

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). For example, if you access the Service from certain territories outside of the U.S.A. certain Additional Terms may apply to you as more fully explained in Section 12.C. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained in Section 11.

**We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries govern.**

- **Grants and Limitations of Rights**

- We only grant you a limited revocable license to use the Service subject to rules and limitations as described in Section 1.
- You grant us a broad license to the content you submit and to your profile. You retain ownership of and responsibility for your content. We have the right to manage our Service to keep its content appropriate, as described in Section 2.

- Your use of our Service is subject to various restrictions designed to protect the Service and users as described in Section 3.

- **Limitations on Your Remedies**

As permitted by applicable law,

- We also disclaim most warranties and provide the Service “As Is” as described in Section 9.
- Our liability is greatly limited as described in Section 10.
- Your equitable or injunctive relief rights are limited as described in Section 8.D.

- **Dispute Resolution**

- As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions as described in Section 8.

- **Availability of Service**

- We may change or discontinue our Service, or your right to access it, in whole or in part, as described in Section 3.C. The laws of the U.S.A. shall govern your use of the Service; provided, however, that if you access the Service from certain territories outside of the U.S.A. certain Additional Terms may apply to you, as described in Section 12.C.

## **1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.**

**A. Ownership.** The Service and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by Park Place Technologies, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Park Place Technologies, our licensors or certain other third parties, and is protected by U.S., Canadian, and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Park Place Technologies owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

### **B. Your Rights to Use the Service and Content.**

(i) Your right to use the Service and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Service and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your lawful use only (collectively, the following are the “**Park Place Technologies Licensed Elements**”):

(1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(2) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Service;

(3) Subject to any applicable Additional Terms, if the Service includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner

that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact and with whom you have a personal or family relationship;

(4) If the Service includes a “Download” link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;

(5) Download, install and use one copy of any software, including apps, that we make available on or through the Service (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, Park Place Technologies does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software’s owner (which may be Park Place Technologies and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of Park Place Technologies; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

(6) If made available to you, obtain a registered customer account (and/or related username and password) on the Service and interact with the Service in connection therewith;

(7) Link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Park Place Technologies names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Park Place Technologies or cause any other confusion, and (c) the links and the content on your website do not portray Park Place Technologies or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, discriminatory, or abusive, or that violate any right of any third-party or are otherwise objectionable to Park Place Technologies. Park Place Technologies reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and

(8) Use any other functionality expressly provided by Park Place Technologies on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

**C. Rights of Others.** In using the Service, you must respect the Intellectual Property and rights of others and Park Place Technologies. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see Section 6 below.

**D. Reservation of all Rights Not Granted as to Content and Service.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Service and content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. **ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY PARK PLACE TECHNOLOGIES AND ITS LICENSORS AND OTHER THIRD PARTIES.** *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

**E. Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps or sites (“**Third-Party Services**”). For instance, portions of the Service may be

integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using Facebook Connect or other third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services. If you access our apps via Apple, see below for Additional Terms and conditions that are applicable to you and are incorporated into the Terms by this reference.

#### TERMS APPLICABLE FOR APPLE IOS.

- (i) To the extent that you are accessing the Service through an Apple mobile application, you acknowledge that these Terms are entered into between you and Park Place Technologies and, that Apple, Inc. (“**Apple**”) is not a party to these Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you by Park Place Technologies under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
- (iii) You acknowledge that Park Place Technologies, and not Apple, is responsible for providing the Service and Content thereof.
- (iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- (v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- (vi) Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and Park Place Technologies, Park Place Technologies, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third-party’s Intellectual Property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claims.
- (viii) You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
- (ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
- (x) Your use of real time route guidance on the Service (if any) is at your sole risk. Location data may not be accurate.

## 2. CONTENT YOU SUBMIT.

You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn), other than content or information processed by us on your behalf as part of the Service (including information belonging to your clients or other third parties on whose behalf you act) (“**User Generated Content**” or “**UGC**”), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our Privacy Policy or applicable Additional Terms. As permitted by applicable law, and subject to any explicit terms of our Privacy Policy and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of UGC, your likeness) in connection with your UGC and derivatives thereof. You represent and warrant you have all necessary right and authority to grant us such license and that we may exercise the license without liability or obligation to any third party. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights that you may have in any UGC. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your UGC. Our receipt of your UGC is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property rights relating to your UGC.

Park Place Technologies may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Park Place Technologies may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, discriminatory, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display as provided for in the Privacy Policy.

We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it to [supportcentermanagement@parkplacetech.com](mailto:supportcentermanagement@parkplacetech.com). For alleged infringements of Intellectual Property rights, see Section 6.

## 3. SERVICE AND CONTENT USE RESTRICTIONS.

**A. Service Use Restrictions.** You agree that you will not: (i) use the Service for any political purpose or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd,

lascivious, filthy, violent, threatening, discriminatory, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Park Place Technologies; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Park Place Technologies, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users in compliance with applicable laws); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or provide false or misleading representations in the sender information, subject line, locator, or content of any electronic message for the purpose of misleading others; or (x) otherwise violate these Terms or any applicable Additional Terms or applicable law.

**B. Content Use Restrictions.** You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Park Place Technologies Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Park Place Technologies or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.

**C. Availability of Service and Content.** Park Place Technologies, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or Content (and any elements and features of them), in whole or in part, for any reason, in Park Place Technologies' sole discretion, and without advance notice or liability.

#### **4. CUSTOMER PORTAL.**

The Service contains a customer portal where authorized users and administrative users may create and log into a customer account with a username and password ("**Customer Portal**") on behalf of a company who engaged us for services ("**Customer**"). By accessing the Customer Portal, users of the Customer Portal accept these Terms both individually and on behalf of the Customer for which the user works for, and agree to only use the Customer Portal as authorized by that Customer. Only one username and password may be obtained per authorized and administrative user and Customer is responsible for ensuring that that all information provided by their users in the authorized and administrative user registration for the Customer Portal is complete, current, and accurate, and provided without falsification, fraud or collusion with any party. Customers are solely responsible and liable for the security and confidentiality of the access credentials for authorized and administrative accounts created on Customer's behalf and for restricting access to Customer's authorized and administrative users and Devices and for all activity related to the Customer's account. Customers are solely

responsible for the authorized and administrative account registration information and for updating and maintaining it. Customers agree to immediately notify us at [supportcentermanagement@parkplacetech.com](mailto:supportcentermanagement@parkplacetech.com) of any unauthorized use of authorized or administrative accounts, passwords, or usernames, or any other breach of security, but will remain responsible for any unauthorized use thereafter. Customer may not sell, transfer, or assign an account or any account rights. Park Place Technologies in its sole discretion deems appropriate to verify the identity of, the suitability of the Customer, or any of its users, for access to the Customer Portal, an individual's affiliation with the Customer engaging Park Place Technologies, and any other pertinent information. Customers shall maintain the usernames and passwords associated with the authorized and administrative accounts in strictest confidence, and not disclose or provide the same to any unauthorized person or party, including without limitation unauthorized persons employed by Customer. We reserve the right to make changes to the Customer Portal or to terminate in whole or in part the Customer Portal or a user's access to the Customer Portal at any time.

## **5. WIRELESS, MESSAGING AND LOCATION-BASED FEATURES.**

**A. Wireless Features.** The Service may offer certain features and services via your wireless Device. Features and services may include the ability to access the Service's features, upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**"). You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify Park Place Technologies of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. Subject to further compliance with applicable law and if the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. You may have the ability, and it is your responsibility, to adjust the notifications you do, or do not, receive via your Device through your Device and/or app settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Use of Wireless Features, including mobile apps, may be subject to Additional Terms and may be subject to permissions you can control in settings menus. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

**B. Email Messages.** If possible under applicable law and in compliance with necessary requirements under such applicable law, we may send you promotional emails. You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

## **6. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.**

**A. DMCA Notice.** Park Place Technologies asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Park Place Technologies' sole discretion, Park Place Technologies may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**") and other applicable law, Park Place Technologies has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or



such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Service on which the material appears);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

Park Place Technologies will only respond to DMCA Notices that it receives by mail or email at the addresses below:

By Mail: 5910 Landerbrook Drive  
Cleveland, OH 44124

By Email: legal@parkplacetechnology.com

For more information call: (877) 778-8707

It is often difficult to determine if your copyright has been infringed. Park Place Technologies may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Park Place Technologies may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Park Place Technologies' other rights, Park Place Technologies may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Park Place Technologies.

**B. Counter-Notification.** If access on the Service to a work that you submitted to Park Place Technologies is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send

us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: “DMCA Counter-Notification”;
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Service from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, email address, and the username of your Account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of Ohio), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## **7. NOTICES, QUESTIONS AND CUSTOMER SERVICE.**

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: Park Place Technologies at 5910 Landerbrook Drive, Mayfield Heights, OH 44124 (Attention: Legal/Website Compliance). If you have a question regarding the Service, you may contact Park Place Technologies Customer Support by sending an email to [supportcentermanagement@parkplacetech.com](mailto:supportcentermanagement@parkplacetech.com) or calling us at (877) 778-8707. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

## **8. ARBITRATION AND DISPUTE TERMS.**

**A. Forum Selection/Jurisdiction.** Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Service, the Content, your UGC, these Terms, or any applicable Additional Terms relating to the Service but excluding any controversy, allegation, or claim related to an agreement made outside of the Service (*e.g.*, a contract for purchase of products or services) (collectively, “**Dispute**”) shall be in

Cuyahoga County, Ohio. Each party submits to personal jurisdiction and venue in Cuyahoga County, Ohio for any and all purposes related to the Service.

**B. Pre-Arbitration Notification.** Park Place Technologies and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that Park Place Technologies need not do so in circumstances where its claims of Intellectual Property rights are concerned (“**IP Disputes**,” with all other disputes referred to as “**General Disputes**”). The party making a claim – whether you or Park Place Technologies – shall send a letter to the other side briefly summarizing the claim and the request for relief. If Park Place Technologies is making a claim, the letter shall be sent, via email, to the email address listed in your Park Place Technologies account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 8.B. If you are making a claim, the letter shall be sent to 5910 Landerbrook Drive, Mayfield Heights, OH 44124 (Attn: General Counsel). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 8. Either you or Park Place Technologies, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 8.D) before the expiration of this sixty (60)-day period.

**C. Arbitration of Claims.** All actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section 8, shall be submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Cuyahoga County, Ohio, before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates’ lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator’s award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Cuyahoga County, Ohio or, if sought by Park Place Technologies, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator’s decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Cuyahoga County Common Pleas Court or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.

**D. Limitation on Injunctive Relief.** AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY PARK PLACE TECHNOLOGIES PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY PARK PLACE TECHNOLOGIES PARTY.

**E. Governing Law.** These Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against Park Place Technologies or by Park Place Technologies against you pursuant to this Section 8, or otherwise related to the Service, Content, Park Place Technologies Licensed Elements, or UGC, will be governed by, construed, and resolved in accordance with, the laws of the State of Ohio, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section 8 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and Park Place Technologies agree that we intend that this Section 8 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 8 can only be amended by mutual agreement. Either party may seek enforcement of this Section 8 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

**F. Class Action Waiver.** As permitted by applicable law, both you and Park Place Technologies waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 8 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

**G. Jury Waiver. AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

**H. Small Claims Matters.** Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 8.F.

**I.** The provisions of this Section 8 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 8 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

## **9. DISCLAIMER OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS.**

**A.** AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. To the fullest extent permissible by applicable law, Park Place Technologies and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**Park Place Technologies Parties**”) hereby disclaim and make no representations, warranties, conditions, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, Park Place Technologies Licensed Elements, or UGC, except as set forth in subsection C, below.

**B. EXCEPT FOR ANY SPECIFIC WARRANTIES, OR CONDITIONS PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY**

**APPLICABLE LAW, PARK PLACE TECHNOLOGIES PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**

**C. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN WARRANTY, CONDITION, OR RELATED DISCLAIMERS THAT ARE PROVIDED BY PARK PLACE TECHNOLOGIES PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY PARK PLACE TECHNOLOGIES PARTIES TO YOU, OR PROVIDED IN A SERVICES OR SALES CONTRACT BETWEEN YOU AND PARK PLACE TECHNOLOGIES, OR ANY WARRANTY OR CONDITION TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) PARK PLACE TECHNOLOGIES PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY PARK PLACE TECHNOLOGIES PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST PARK PLACE TECHNOLOGIES PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

#### **10. LIMITATIONS OF OUR LIABILITY.**

**A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY PARK PLACE TECHNOLOGIES PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, Park Place Technologies Licensed Elements, or UGC, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by Park Place Technologies.**

**B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Park Place Technologies Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).**

**C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PARK PLACE TECHNOLOGIES PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID PARK PLACE TECHNOLOGIES IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).**

**D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY, CONDITION OR RELATED DISCLAIMERS THAT ARE PROVIDED BY PARK PLACE TECHNOLOGIES PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY PARK PLACE TECHNOLOGIES PARTIES TO YOU, OR PROVIDED IN A SERVICES OR SALES CONTRACT BETWEEN YOU AND PARK PLACE TECHNOLOGIES, OR ANY WARRANTY OR CONDITION TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) PARK PLACE TECHNOLOGIES PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY PARK PLACE TECHNOLOGIES PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST PARK**

**PLACE TECHNOLOGIES PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

**11. UPDATES TO TERMS.**

WE WILL NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT). YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

**12. GENERAL PROVISIONS.**

**A. Park Place Technologies' Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants Park Place Technologies a right of consent or approval, or permits Park Place Technologies to exercise a right in its "sole discretion," Park Place Technologies may exercise that right in its sole and absolute discretion. No Park Place Technologies consent or approval may be deemed to have been granted by Park Place Technologies without being in writing and signed by an officer of Park Place Technologies.

**B. Indemnity.** As permitted by applicable law, you agree to, and you hereby, defend (if requested by Park Place Technologies), indemnify, and hold Park Place Technologies Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including legal costs and attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Park Place Technologies Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use (including any other person's use under your username and password) of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Park Place Technologies Parties' use of the information that you submit to us (including your UGC) subject to our Privacy Policy (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Park Place Technologies Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Park Place Technologies Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Park Place Technologies Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Park Place Technologies Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

**C. Operation of Service; Availability of Products and Services; International Issues.** Park Place Technologies controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use beyond the U.S.A. and Canada. If you use the Service from other locations, (i) you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply; and (ii) certain Additional Terms may apply to you.

**D. Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S., or other foreign law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S., or other foreign export controls or sanctions.

**E. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

**F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, Park Place Technologies reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Park Place Technologies in accordance with its Privacy Policy in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Park Place Technologies to comply with law enforcement requests or legal requirements in accordance our Privacy Policy, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Park Place Technologies under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Park Place Technologies, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Park Place Technologies in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

**G. Assignment.** Park Place Technologies may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Park Place Technologies.

**H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentations. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Park Place Technologies in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**I. Language.** The parties have expressly requested and required that these Terms and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*

//End Terms of Use//

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