

# Website Terms of Use & Privacy

## WEBSITE TERMS OF USE

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### 1. ACCESS TO THIS SITE

To access this Site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current, and complete. If Bouncie believes the information you provide is not correct, current, or complete, Bouncie has the right to refuse your access to this Site or any of its resources, and to terminate or suspend your access at any time.

### 2. RESTRICTIONS ON USE

You may use this Site for purposes expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without Bouncie’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site, or (ii) frame this Site, or (iii) hyper-link to this Site, without the express prior written permission of an authorized representative of Bouncie. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. You agree to cooperate with Bouncie in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

### 3. PROPRIETARY INFORMATION

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#### **4. HYPER-LINKS**

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#### **5. SUBMISSIONS**

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#### **6. USE OF PERSONALLY IDENTIFIABLE INFORMATION**

Personally identifiable information is collected on this Website when you wish to communicate with us through the Website and may include your name, email address, and phone number. You are under no obligation to provide this information, but without it, we may not be able to provide you with the service or the information you request. You may choose to write to us, or fill out certain forms or online data requests, in order to communicate with us through the Website, in which case we may ask for your name, phone number, email address, and related information. Bouncie uses this information to respond to your questions and requests.

We will not sell, share, or rent this information to others outside Bouncie except that we may share such information with third party vendors performing services for us. Only those who need the information to perform a specific function are granted access to personally identifiable information. We make a good faith effort to assure that the personally identifiable information you provide us remains private. All of the consumer and customer data collected by Bouncie is stored on secured servers to protect against unauthorized use and access. If you contact us regarding identity theft or some other form of unauthorized use, Bouncie may disclose pertinent information to law enforcement agencies and other third parties with responsibility and authority to investigate such a claim.

## **7. DISCLAIMER**

You understand that Bouncie cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. Bouncie does not assume any responsibility or risk for your use of the Internet.

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All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and Bouncie does not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

## **8. LIMITATION ON LIABILITY**

BOUNCIE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF BOUNCIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BOUNCIE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO BOUNCIE FOR THE APPLICABLE CONTENT OUT OF WHICH LIABILITY AROSE.

## **9. INDEMNITY**

You will indemnify and hold Bouncie, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use.

You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Site.

## **10. TRADEMARKS**

Trademarks, service marks, and logos appearing in this Site are the property of Bouncie or the party that provided the trademarks, service marks, and logos to Bouncie (if any). Bouncie and any party that provided trademarks, service marks, and logos to Bouncie (if any) retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this Site.

## **11. INFORMATION YOU PROVIDE**

You may not post, send, submit, publish, or transmit in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening, or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- solicits funds, advertisers, or sponsors;
- includes programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type or otherwise act in a way which affects the ability of other people to engage in real-time activities via this Site;
- includes MP3 format files;
- amounts to a “pyramid” or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

Bouncie reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Bouncie nor any third party (if any) that provides Content to Bouncie will assume or have any liability for any action or inaction by Bouncie or such third party (if any) with respect to any submission.

## **12. SECURITY**

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Bouncie reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Bouncie reserves the right to investigate suspected violations of these Terms of Use.

Bouncie reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Bouncie to disclose the identity of anyone posting

any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY YOUR ACCESS TO AND/OR USE OF THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE THAT YOU WAIVE AND HOLD HARMLESS BOUNCIE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BOUNCIE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BOUNCIE OR LAW ENFORCEMENT AUTHORITIES.

### **13. WEBSITE USE INFORMATION:**

We collect information from visitors of the Bouncie Website, including the domain names, IP and MAC addresses, browser types, and unique device identifiers of such visitors. This information includes the number of visits, average time spent on the Website, pages viewed and similar information. This information may also include usage information about the page-by-page paths you take as you browse through the Website. We use this information to measure the use of the Website and to develop ideas to improve the content of the Website. For more information regarding our use of this information, please see the sections on “Cookies and Other Tracking Technologies” and “Analytics” below.

### **14. COOKIES AND OTHER TRACKING TECHNOLOGIES**

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If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to: <http://www.allaboutcookies.org/manage-cookies/index.html>. If, however, you do not accept our cookies, you may experience some inconvenience in your use of the Website.

We may also include small graphic images called web beacons, also known as &Internet tags& or &clear gifs,& in our web pages and email messages. We may use

web beacons or similar technologies for a number of purposes, including, without limitation, to count the number of visitors to the Website, to monitor how users navigate the Website, and to count how many emails that we sent were actually opened or how many particular articles or links were actually viewed.

We may also use embedded scripts on the Website. An embedded script is programming code that is designed to collect information about your interactions with the Website. It is temporarily downloaded onto your computer from our web server or a third party with whom we work, is active only while you are connected to the Website, and is deleted or deactivated thereafter.

Automatically-collected information about you, such as how you interact with the Website, may be combined with your personal information. If we associate any such automatically-collected information with personal information about you, we will treat the combined information as personal information.

## **15. ANALYTICS**

We may use third party analytics service providers (currently Google Analytics) to evaluate and provide us with information about the use of the Website. These third-parties use cookies, web beacons, pixels, embedded scripts and other, similar technologies to automatically collect information about your Website use, report Website trends, and help us compile Website metrics. These Terms of Use do not cover any use of information that such third-parties themselves may have collected from you. You can learn about Google's specific practices by going to [www.google.com/policies/privacy/](http://www.google.com/policies/privacy/), and you can opt out of Google Analytics by downloading the Google Analytics opt-out browser add-on, available at: <https://tools.google.com/dlpage/gaoptout>.

These and other third-parties may also collect personal information about your online activities over time and across different websites when you use the Website.

## **16. MISCELLANEOUS**

These Terms of Use will be governed and interpreted pursuant to the laws of Texas, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Texas in connection with any dispute between you and Bouncie arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Dallas, Texas. If any part of these Terms of Use is unlawful, void, or unenforceable, that



part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain. Bounce may revise these Terms of Use at any time by updating this posting.

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