

# PLAYER MAP X-RAY

## Website Terms and Conditions of Use

Welcome to [www.playermapxray.com](http://www.playermapxray.com), home of PLAYER MAP X-Ray (“PMX”), owned and operated by PLAYER MAP, Inc. (“PM”). These Website Terms and Conditions of Use (the “Terms”) contain the terms and conditions upon which PM is willing to provide you access to and use of PMX and all related websites, pages, information, databases, materials and services (collectively, the “Site”), and govern (i) any request you make to PM through the Site, and (ii) your use and purchase of any products and/or services available through the Site (collectively, the “Services”). These Terms form a contract between you and PM. If you do not agree to be bound by these Terms, you may not access or use the Site or the Services. Use of the Site or purchase or use of the Services indicates your acceptance of these Terms and also of PM’s [Privacy and Security Policy](#) and any other separate terms and conditions you expressly agree to be bound by when purchasing or using such Services. READ THE ENTIRE AGREEMENT, and if you have questions regarding these Terms, please contact PM at [pmx@playermap.com](mailto:pmx@playermap.com).

**License.** You may only use this Site if you are at least 18 years of age. By accessing any portion of the Site, you have a limited license to use the Site and Services, including the limited right to view, bookmark, download and print, for your noncommercial, personal use and information only, those pages of the Site that interest you, subject to any other terms and conditions of use and/or payment in these Terms or on the Site. These Terms cannot be waived or modified by any oral communications between you and PM.

**Updating Terms.** PM reserves the right, at its discretion, to change, delete, and update portions of these Terms or other policies that govern use of the Site at its discretion, at any time, for any reason, including the right to terminate the Services or any part of the Services. You should review these Terms periodically for changes. Any amendments and modifications by PM will be prospective only, and unless otherwise provided in this Agreement, will be effective upon being posted on the Site. The Terms can be accessed from the link at the bottom of each Site page. Your continued access or use of the Site shall be deemed acceptance of all changes. If you have an account or other relationship with PM that relationship is governed by the agreement specific to that particular account or relationship; provided that nothing in these other agreements shall diminish the protections and rights provided to PM under these Terms. Except as may be expressly provided in additional terms of use for specific areas of the Site or the above-referenced agreements, these Terms constitute the entire agreement between you and PM with respect to the use of the Site.

**PLAYER MAP Website Registration and Personal Information and Unauthorized Use.** You agree that any information you provide to PM, whether through the contact form, account signup process or other information requests (collectively “Personal Information”), including, without limitation, name, e-mail address, phone number, login ID, passwords, and other personally identifiable information, will be true, accurate, current and complete information. Payment for services is processed by PayPal, and PM does not collect any personal financial information. You agree NOT to provide Personal Information that is false, inaccurate, misleading, or fraudulent. You agree to provide PM with any information reasonably requested by PM related to the provision of the Services. You are solely responsible for all transactions and transmissions that occur through the use of your Personal Information, and it is your responsibility to maintain and promptly update your Personal Information. You agree that PM is not liable to you or any third party for damages or losses related to the accuracy or disclosure to PM of your Personal Information. It is your responsibility to maintain the confidentiality of your Personal Information. PM requires that you agree not to share your Personal Information with another person, nor allow another person to use your Personal Information. This requirement will assist in preventing unauthorized use or misuse of the Site and protect you, PM and other Site users. If you believe that someone has used your Personal Information to access any PM Services without your authorization, please contact PM immediately at [pmx@playermap.com](mailto:pmx@playermap.com). Please review PM’s [Privacy and Security Policy](#) or more information regarding PM’s policies and procedures for disclosing and using your Personal Information. Subject to the [Privacy and Security Policy](#), PM retains a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use and store your information (in any media, currently known or unknown) related to these Terms or PM’s provision of the Services. You agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false e-mail or other headers, or otherwise conceal your identity from PM for any purpose.

**Information Available on Site.** PM relies on a variety of sources for the information it provides on the Site, including without limit information related to its Services. This information is provided to you in good faith based on the information available to PM. PM believes that the information is current and accurate but does not guarantee it. You should confirm how current the information is and the accuracy of any information with the author of such information or manufacturer of any products.

**Fees and Payment.** At the time of purchase, User is responsible for promptly paying for Services, as more particularly

described in the PMX ordering process on [www.playermapxray.com](http://www.playermapxray.com) or in the invoice that accompanies this Agreement (the "Order"). Payment for the Order shall be (a.) paid by User's credit card, debit card or PayPal account, or if previously agreed to by PM (b.) due according to the terms of the invoice to User or User's company from PM or authorized PM representative. User further agrees that for any amounts not paid when due, User shall pay compound interest at the lesser of 1.0% per month or the highest amount permitted by. User Services fees are (i) payable in United States dollars, and (ii) based on services purchased and not actual usage. User is also responsible for any applicable federal, state, or local franchise fees, surcharges, sales and use taxes, and any other taxes (except those related to PM's net income) related to the Order (collectively, the "Taxes"), and shall pay all Taxes at the time of purchase. Once placed, the Order may not be cancelled without PM's written consent. Thereafter, the User may modify the Subscription via (a.) the "Modify Subscription" section of the "My Account" page on [www.playermapxray.com](http://www.playermapxray.com), or (b.) e-mail request to [pmx@playermap.com](mailto:pmx@playermap.com) (e.g. if using the PLAYER MAP X-Ray for Salesforce.com<sup>®</sup> version). User shall be responsible for any costs, charges, or fees associated with the Order that have been incurred at the time of PM's receipt of cancellation.

**Restrictions on Use of PLAYER MAP Materials and the Site.** PM or its content providers own all of the content, materials, and other intellectual property related to the Site and the Services, including without limit all text, graphics, photographs, music, data, images, audio and video clips, software, names, button icons, logos, images, designs, titles, words or phrases, page headers, service names, trademarks, patents, and copyrights (collectively, "Materials"). You have no rights to the Materials, except as expressly set forth in these Terms. Any use of the Materials, except as permitted by these Terms, is expressly prohibited. The contents and use of the Site (including PM's name and the logos and software used in the Site) are registered and/or protected by U.S. and international copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the Site or the Services. You may not delete or change any copyright or trademark notices, and cannot alter or modify the content in any manner without the express written permission of PM. You further agree you may not:

- (1) use the Site to transmit, copy, reproduce, republish, upload, post, transmit, e-mail, or distribute in any way material or content that infringes any copyright, trademark, proprietary, or other right of any party or that violates these Terms;
- (2) copy (except as set forth above for non-commercial personal use), modify, distribute, create any derivative or compilation work from, or display PM's name or logo, or any text, graphic images, or other content from the Site or redeliver such content using framing or similar technology;
- (3) use any device designed to provide repeated automated access to the Site other than those made generally available by PM;
- (4) include "PM," or any other PM trademarked materials, the name of any PM personnel, or any variation of these items as a metatag or hidden textual element, or in any other fashion that may create a false or misleading impression of affiliation, sponsorship, or endorsement between PM and you, any other party, or any other website, or otherwise use these items without PM's express written permission;
- (5) collect, harvest or store personal data about other users of the Site;
- (6) upload, e-mail or otherwise transmit to PM or through the Site or any PM computer network any of the following: a sexually-explicit image or statement; advertising, promotional, or other unauthorized communication, including without limitation, "junk mail," surveys, unsolicited e-mail, "spam," "chain letters," "pyramid schemes," or other inappropriate or prohibited materials; and any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or any other computer code, files or programs that might interrupt, limit or interfere with, damage, surreptitiously intercept or expropriate any system, data or information related to the Site or any computer software, hardware or communications equipment that is owned, leased or used by PM;
- (7) create a link to the Site without PM's prior written permission;
- (8) use the Site to advertise or perform any commercial solicitation;
- (9) use the Site to post or transmit any threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- (10) use any robot, spider, scraper, or any other automated means to access the Site or the Services for any purpose without PM's express written permission;
- (11) forge any TCP/IP packet header or any part of the header information in any email or posting;
- (12) take any action that imposes, or may impose, in PM's sole discretion, an unreasonable or disproportionately large load on the PM infrastructure;
- (13) interfere or attempt to interfere with the proper working of the Site, the Services, or any activities conducted on the Site;
- (14) bypass measures used by PM to prevent or restrict access to the Site or the Services, violate or attempt to violate the security or authentication measures of the system, or attempt to prove, scan, or test the vulnerability of a system or network without proper written authorization from PM.

PM reserves the right to disclose the identity of anyone posting or transmitting any information or materials violating the above prohibitions to law enforcement authorities or pursuant to any court order requesting or directing PM to disclose such information.

**Termination, Removal of Materials, and Monitoring.** These Terms are effective until terminated by either party. If you no longer agree to be bound by these Terms, you must cease use of the Site and Services. You agree that PM may terminate, restrict, or suspend all or part of your license to access the Site and delete any content transmitted to or through the Site, at any time, at its sole discretion, without prior notice to you and without any liability to you. PM also reserves the right to take any action relating to user-submitted information that it deems necessary or appropriate if such information, as determined in PM's sole discretion, may create liability for PM, its agents or its contractors or may affect PM's business relationships or contracts with its agents or its contractors. PM further reserves the right to remove any materials that are defamatory, abusive, illegal, harassing, immoral, disruptive or do not conform to these Terms - though PM shall be under no affirmative obligation to monitor any of the foregoing or to otherwise screen or monitor any communications or information prior to their posting. You agree that PM has the right, but is not obligated, to monitor your use of the Site and any communications made by you related to such use in any manner. You release PM from any liability related to its monitoring activities. If PM denies you access to the Site, you agree to destroy all materials obtained from the Site and all copies of those materials with the exception of your personal customer-account-related materials. You acknowledge that, upon termination, PM may immediately deactivate or delete your account and all related information and files in the account and bar you from further access to the files, the Site, and the Services.

**Website Linking and Cautions About Third-Party Information Included in Site.** For your general informational use only, PM may provide access to third party websites. These links allow you to leave the Site. PM is unable to verify, and takes no responsibility for, the contents of any third party website that may be linked to the Site via hyperlink or otherwise, whether such link is provided by PM or by a third party (including any responsibility for the accuracy, timeliness, or suitability of the content of any third party website to which PM may link). By providing access to other websites, PM is not recommending or supporting any third party, is not recommending the purchase or sale of any products or services of a third party, and is not endorsing or acknowledging that it is affiliated with any website's sponsoring organization. PM does not expressly, or by implication, endorse, recommend, or make any representations or warranties related to any commercial product, process or service (whether by trade name, trademark, service mark, generic description or referral to a distributor or manufacturer) referred to on any third party site or related to creation of links to such site. Before relying on any information contained on any third party website, you are cautioned to undertake your own independent evaluation of its accuracy, completeness, usefulness, timeliness and correct sequencing, and protections against potential viruses and other malicious code in downloaded material. PM may include third party information in the Site for general informational purposes only. PM is unable to verify the accuracy or completeness of third party information posted to the Site or accessible from the Site. Consequently, you agree PM does not guarantee, and is not liable to you for, the accuracy, results, completeness, authorship or suitability of any third party content and PM is not obligated to maintain, verify, update or post any corrections to such third party information for any reason. Nothing in the Site referencing any third parties with whom PM conducts business, and nothing in these Terms, shall be deemed to create any agency relationship or affiliation with, or endorsement or sponsorship of, such third parties or you or make the third parties or you partners or joint ventures with PM, or otherwise provide you or any third parties with any rights to act on PM's behalf.

**Warranty, Disclaimers & Limitations of Liability.** In using this Site you acknowledge and accept that there are risks, including, without limitation, the risk of harm of people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Site and other parties that use the Site or your Personal Information for unauthorized or illegal purposes.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ALL INFORMATION, SERVICES, SOFTWARE AND CONTENT AVAILABLE THROUGH THE SITE, AND THE SITE ITSELF, ARE FURNISHED FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND ARE FURNISHED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESSED WARRANTY OF ANY KIND (INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS AND NON-INFRINGEMENT). THE PM PARTIES (AS DEFINED BELOW) MAKE NO REPRESENTATION OR WARRANTY REGARDING, ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY FOR, THE CONTINUED AVAILABILITY, RELIABILITY, ACCURACY, RESULTS OR PERFORMANCE OF THE SITE OR ANY MATERIAL ON THE SITE, THE PERFORMANCE OF THE INTERNET, THE DOWNLOADING COMPATIBILITY OF ANY MATERIALS OR SOFTWARE WITH YOUR COMPUTER SYSTEM, THE EXISTENCE OF ANY VIRUS, WORM, MALICIOUS CODE OR OTHER DISABLING DEVICE FROM ANY SOURCE, THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION BY A PARTY OTHER THAN PM, ANY TECHNICAL FAILURES (INCLUDING HARDWARE OR SOFTWARE FAILURES), INCOMPLETE, SCRAMBLED, OR DELAYED COMPUTER TRANSMISSIONS, AND/OR TECHNICAL INACCURACIES, OR LOSS OR USE OF DATA, AS WELL AS UNAUTHORIZED ACCESS OF USER TRANSMISSIONS BY THIRD PARTIES ARISING OUT OF OR RELATED TO THESE TERMS. NO ONE IS AUTHORIZED TO MAKE ANY WARRANTY ON PM'S BEHALF, AND YOU CANNOT RELY ON ANY OTHER STATEMENT OF WARRANTY. YOU ASSUME RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS, AND LEGALITY OF ANY INFORMATION YOU SUPPLY TO PM.

YOU AGREE THAT PM, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND SUPPLIERS (COLLECTIVELY THE "PM PARTIES") ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. THE PM PARTIES' SOLE LIABILITY TO YOU, AND

YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS IN ANY WAY RELATED TO OR ARISING UNDER THESE TERMS, THE SITE, OR THE SERVICES, WHETHER IN CONTRACT, TORT, TRESPASS OR UNDER ANY OTHER THEORY OF RECOVERY, SHALL BE LIMITED AS FOLLOWS: (I) AT PM'S SOLE OPTION, PM SHALL EITHER REPLACE THE SERVICES IN THE ORDER OR REFUND YOU THE AMOUNT YOU PAID FOR DEFECTIVE SERVICES IN THE ORDER; OR (II) IN ALL OTHER CASES PM'S TOTAL AGGREGATE LIABILITY TO YOU HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SPECIFIC SERVICES FROM WHICH ANY CLAIM FOR DAMAGES MAY ARISE OR \$100 IF NO PRICE HAS BEEN PAID. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES, OR LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE WAIVERS AND LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY PM IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE PM PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR OF YOUR DISCOVERY SHALL BE DEEMED WAIVED AND RELEASED.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or relating to these Terms, the Site, or the Services must be filed on or before one (1) year after such claim or cause of action arises, or forever be barred. If you provide PM with an e-mail address for information delivery or otherwise request a non-secure delivery of information, you agree not to hold PM responsible for any misuse or unauthorized viewing of that information.

**Indemnification.** In consideration of your use of the Site, you hereby agree to defend, reimburse, indemnify, and hold harmless the PM Parties (and any of its third party service providers) from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or related to: (i) your (a) breach of these Terms, (b) violation of any person's or entity's legal rights (including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights, or publicity, contract, moral, or privacy rights), (c) violation of any applicable law, rule or regulation, or (d) negligence, recklessness, or willful misconduct; and (ii) unauthorized use of your Personal Information by a party other than PM.

**Independent Parties.** For purposes of these Terms, the parties hereto shall be independent contractors and neither shall at any time be considered an agent or employee of the other. No joint venture, partnership, or like relationship is created between the parties by this Agreement.

**Applicable Law.** PM controls and operates the Site from our offices within the State of Wisconsin in the United States. If you choose to access the Site from other locations, you do so at your own risk and initiative and are responsible for compliance with any applicable local laws and regulations. You agree that the laws of the State of Wisconsin (excluding any choice of law rules) govern your rights and obligations relating to PM and your use of the Site.

**Exports.** You agree to comply with all United States export laws and regulations and all applicable foreign export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. You acknowledge that export of the products or services and any related documentation, in whole or part, contrary to United States law is prohibited. You agree that no part of the products or services available through the Site, either in whole or part, is being acquired for shipment, transfer, or re-export, directly or indirectly, to proscribed, embargoed, or prohibited countries or their nationals, denied destinations, or for prohibited activities or for weapons.

**Copyright Agent for Claims of Copyright Infringement.** Pursuant to the Digital Millennium Copyright Act, PM designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, please provide to PM's designated agent at [pmx@playermap.com](mailto:pmx@playermap.com) the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) a description of the copyrighted work that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the Site;
- (4) your address, telephone number, and e-mail address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (6) a statement by you, made under penalty of perjury, that the information included in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

**Dispute Resolution.** If a dispute arises between you and any of the PM Parties, it is the goal of PM to work in good faith with you to quickly and amicably resolve the dispute. All disputes, claims, or controversies ("Claims") arising under or relating to these Terms, the Site, or the Services that cannot be resolved informally, will be finally resolved by binding arbitration as described herein.

Any dispute arising under or related to these Terms, the Site, or the Services (including the arbitrability of such a dispute and the existence, validity, interpretation, performance, termination or breach thereof) shall be finally settled by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with the arbitration to be commenced no later than one (1) year after such Claim accrues (in absence of which it shall be deemed forever waived). A judgment upon an arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be an expert in the field of Internet services. To the extent permitted by applicable law, you agree that there shall be no class action arbitration related to these Terms, the Site, or the Services. All parties shall bear their own expenses, except that the parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related Claim). The above obligations to arbitrate shall not: (i) apply to violations of the Restrictions on Use of PM Materials contained above; or (iii) prevent a party from seeking a preliminary injunction, temporary restraining order, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute. Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to the Site, the Services, or these Terms shall be in Milwaukee, Wisconsin. Any matter brought before a court shall be brought solely in the state or federal courts located in Milwaukee, Wisconsin. The parties hereby waive their right to a jury trial.

**Non-Waiver.** Failure by PM to insist upon strict performance of any terms or conditions stated herein shall not be considered a continuing waiver of such terms or conditions or any of PM's rights hereunder. No express waiver shall affect any provision other than that to which the waiver is expressly applicable and only for that occurrence.

**Survival of Obligations.** The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. All obligations of this Agreement shall survive termination, cancellation or expiration for any reason, as will any other provision that by its nature is intended to survive beyond the termination, cancellation or expiration of this Agreement.

**Additional Terms.** Certain areas of this Site may be subject to additional terms of use. By using such areas or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

**Entire Agreement.** These Terms, and any policies referenced and attached hereto, constitute the entire agreement between you and PM related to the Site and services. All prior agreements, representations, statements, negotiations, and undertakings with respect to the subject matter herein are superseded by these Terms. These Terms may not be amended, altered or added to in any manner except as set forth by a document in writing and signed by an authorized representative of each party. If there is a conflict between these Terms and any terms appearing on the Site, or in any policies, those terms that are more favorable to PM shall govern.