



## **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 (the "User") 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"). By using the Site you consent to these Terms, so if you do not consent to these Terms, please refrain from using the Site. Please read the entire agreement, and contact us if you have questions regarding these Terms 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.

**Personal Information.** PM collects personal information from User only on a voluntary basis, and processes it in accordance with the EU General Data Protection Regulation (GDPR) requirements directly applicable to PM providing PMX services. Any information User provides to PM or creates in the PMX account setup process, including without limitation, name, title, e-mail, phone, company, address, login, password, and other personally identifiable information ("User Information"), will be true, accurate, current and complete information. PM may e-mail or phone User to support PMX, however User may choose to opt-out of such communications via an e-mail request to [pmx@playermap.com](mailto:pmx@playermap.com).

User is solely responsible for all transactions and transmissions that occur through the use of its User Information, and it is User's responsibility to maintain and promptly update its User Information. User agrees that PM is not liable to it or any third party for damages or losses related to the accuracy or disclosure to PM of its User Information. It is User's responsibility to maintain the confidentiality of its User Information. PM requires that User agree not to share its User Information with another person, nor allow another person to use its User Information. If User believes that someone has used its User Information to access PMX without User's authorization, please contact PM immediately at [pmx@playermap.com](mailto:pmx@playermap.com).

Please review PM's [Privacy and Security Policy](#) for more information regarding PM's policies and procedures for disclosing and using User Information. PM complies with the EU-US Privacy Shield Framework and Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland to the United States, respectively. Subject to the [Privacy and Security Policy](#), PM retains a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use and store User Information (in any media, currently known or unknown) related to this Agreement or PM's provision of PMX. User agrees 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 its identity from PM for any purpose.

### **Third-party Sites.**

The Site may contain links to third-party websites over which we have no control (e.g. [www.linkedin.com](http://www.linkedin.com) and [www.salesforce.com](http://www.salesforce.com) as subscribed to by you or your company). PM is not responsible for the privacy practices or policies of third-party websites and entities, even if another website is accessed or linked to or from the Site, and we encourage you to review the privacy policies and terms and conditions of such websites so that you can understand how those entities collect, use, and share your information. This Policy applies only to the Site and information that PM collects on this Site, and nothing shall be deemed to create any relationship with a third-party.

**Subscription and Payment.** User is responsible for paying the PMX Subscription, as more specifically described in the PMX ordering process on [www.playermapxray.com](http://www.playermapxray.com) or in the PM or authorized PM representative invoice for PMX that accompanies this Agreement (the "Order"). Subscriptions fees are based on a yearly period, the period beginning on the Subscription start date and then each yearly anniversary that follows; therefore, fees for Subscriptions for Users registered during a year will be charged for the full year period. Subscription 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. User owns the PMX license and all associated Player Maps, but if User expenses the Subscription and their company pays for the Subscription, then the Company owns the PMX license and all associated Player Maps. If you or your company offers a product or service that is similar to or competitive with PMX, you may not subscribe to PMX without the express written permission of PM to do so.

Payment for the Order shall be (a.) paid by User's credit card, debit card or PayPal account on [www.paypal.com](http://www.paypal.com), or if previously agreed to by PM, (b.) Square or user requested payment service, or (c.) due according to the terms of the invoice to User or User's company from PM or authorized PM representative, and as such PM does not collect any personal financial information. 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 law. 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® 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,

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- (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.

**Warranty.** PMX is provided on an "as is, where is" basis, and User is solely responsible for determining the appropriate use of PMX. PM EXPRESSLY DISCLAIMS ALL WARRANTIES, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, of infringement of third party rights, or any other Warranty arising from a course of dealing, usage or trade practice.

**Termination.** PM or User may terminate this Agreement if (i) the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within 3 business days following receipt of written notice specifying the breach, or if (ii) the other party becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination for cause by User, PM shall refund User any prepaid fees covering the remainder of the Term of the Subscription if beyond 1 month from the effective date of termination. PM may also terminate this Agreement without cause at any time upon 3 day's prior written notice to User. Upon termination of this Agreement, User must cease any further use of PMX and destroy any copies of associated software within User's possession and control. Within 30 days after the effective date of PMX termination, User can e-mail a request to [pmx@playermap.com](mailto:pmx@playermap.com) for PM to download User Player Map(s) to PDF, which PM in its sole discretion will either (i) enable User to do, or (ii) PM will do and e-mail to User. After such 30-day period, PM shall have no obligation to maintain or provide User any Player Map(s), and shall thereafter, unless legally prohibited, delete all User Player Maps and Data in PMX and PM systems, possession or control.

**Indemnification.**

User will indemnify, defend, and hold PM harmless from and against all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney fees) in connection with claims, demands, suits or proceedings made or brought by a third party arising from: (a) Client's breach of this Agreement or any covenant or obligation contained herein; (b) Client's acts or omission in connection with its use of PMX; and (c) Client's breach of any portion of Section 9. Confidentiality. PM will indemnify, defend and hold Client harmless from and against all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney fees) in connection with claims, demands, suits, or proceedings made or brought by a third party arising from: (a) PM's breach of this Agreement or any covenant or obligation contained herein; (b) PM's acts or omission in connection with its performance of the PMX service; (c) use of the PMX service provided to Client by PM under this Agreement which infringes any patent, copyright, trade secret, trademark, or other intellectual property right; and (d) PM's breach of any portion of Section 9. Confidentiality.

**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.

**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 User and any of the PM Parties, it is the goal of PM to work in good faith with User to quickly and amicably resolve the dispute. All disputes, claims, or controversies ("Claims") arising under or relating to this Agreement, this website, or the goods or services that cannot be resolved informally, will be finally resolved by binding arbitration as described herein.

Any dispute arising under or related to this Agreement, PMX or [www.playermapxray.com](http://www.playermapxray.com) (including the ability to arbitrate 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, User agrees that there shall be no class action arbitration related to this Agreement or the goods or services. Unless specifically stated otherwise in this Agreement, 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 prevent PM from seeking injunctive relief related to claims pertaining to PM Confidential Information, or 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 this Agreement, PMX or PM 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.

**Attorney's Fees.** User is responsible to PM for all attorneys' fees and costs PM may incur in enforcing any provision of this Agreement, or in connection with the successful defense or settlement of any claim or demand made by User under this Agreement.

**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 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.

**Entire Agreement.** This Agreement constitutes the final expression of the agreement of the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; except that any other terms or conditions located in the [Website Terms and Conditions of Use](#) and in the [Privacy and Security Policy](#) are incorporated herein by reference to the extent they do not diminish the rights or protections of PM or obligations of User in this Agreement. The responsibilities and rights of the parties shall be governed exclusively by this Agreement, and any attempt by User to vary this Agreement in any manner containing additional, different or inconsistent terms is hereby rejected by PM. PM's dealings with User, or silence in response to proposed change, shall not be deemed acceptance of any different terms. No person, agent or party may modify this Agreement unless acknowledged in writing by PM.