

TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Open River Entertainment, LLC (“Company”, “we”, “us”, or “our”), concerning your access to and use of the <http://www.openriverentertainment.com> website as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless stated otherwise, the Site is the exclusive property of Open River Entertainment, LLC, encompassing all source code, databases, features, software, web designs, audio, video, text, images, and graphics on the Site (referred to as the “Content”). Also included are any trademarks, service marks, and logos appearing on the Site (collectively known as the “Marks”). All of these

are either owned, controlled, or licensed by us and are safeguarded by U.S. copyright, trademark, and various other intellectual property laws, as well as international copyright regulations and conventions. The Content and Marks are made available on the Site on an "AS IS" basis solely for your informational and personal use.

Except as explicitly stated in these Terms of Use, you may not copy, reproduce, compile, republish, upload, post, publicly showcase, encode, translate, transmit, distribute, sell, license, or otherwise commercially exploit any part of the Site, the Content, or the Marks without receiving our explicit prior written consent.

Assuming you meet the eligibility requirements for using the Site, you are granted a limited license to enter and use the Site. You are also allowed to download or print a copy of any part of the Content to which you have legitimately obtained access, but only for your own personal, non-commercial use. All rights not explicitly granted to you regarding the Site, Content, and Marks are reserved by us.

USER REPRESENTATIONS

By engaging with the Site, you assert and assure that: (1) you possess the legal authority to enter into these Terms of Use; (2) you are at least 13 years old; (3) you are not considered a minor in your jurisdiction of residence, or if you are, you've obtained parental consent to use the Site; (4) you won't access the Site via automated, artificial, or non-human methods, including but not limited to bots and scripts; (5) you won't use the Site for any unlawful or unauthorized activities; and (6) your interaction with the Site will not break any relevant laws or regulations.

If we find that any information you provide is false, outdated, incomplete, or inaccurate, we reserve the right to halt or terminate your account and deny current or future use of the Site, either entirely or partially.

RESTRICTED BEHAVIORS

You are prohibited from using the Site for any intent other than the purposes for which we make it accessible. Commercial uses not expressly approved or endorsed by us are also restricted.

While utilizing the Site, you agree not to:

1. Extract data or other content from the Site to create or assemble, in a direct or indirect manner, a dataset, compilation, database, or directory without our written consent.
2. Attempt to trick, defraud, or deceive us and other users, particularly to gain sensitive account information like passwords.
3. Bypass or compromise any security features of the Site, including measures to prevent or limit the copying of Content or the use of the Site.
4. Denigrate, tarnish, or otherwise negatively affect our reputation or the Site, in our judgment.
5. Use any information from the Site to harass, abuse, or harm another individual.
6. Misuse our support services or falsely report abuse or misconduct.

7. Operate the Site in violation of any applicable laws or regulations.
8. Use the Site for advertising or selling goods and services.
9. Upload or transmit harmful or disruptive materials, including viruses, Trojan horses, or excessive use of capitalization and spam.
10. Utilize automated systems, like scripts for comments or data gathering tools, without authorization.
11. Remove proprietary rights or copyright notices from any Content.
12. Impersonate another user or assume the username of another user.
13. Sell or transfer your profile.
14. Use passive or active data collection mechanisms like cookies or web bugs without authorization.
15. Disrupt the Site or the networks connected to the Site excessively.
16. Harass or threaten our staff or agents involved in providing any part of the Site.
17. Circumvent Site access limitations or restrictions.
18. Disassemble, decompile, decipher, or reverse engineer any part of the Site's software.
19. Use automated systems, including spiders, robots, or offline readers, that engage with the Site in an unauthorized manner.
20. Use purchasing agents to make transactions on the Site.
21. Unlawfully collect user data, including usernames and email addresses, for unsolicited communication or false account creation.
22. Use the Site or its Content for commercial enterprises or to compete with us, without our express consent.
23. By adhering to these guidelines, you ensure a respectful and secure environment for all users. Violation of any of these terms may result in the termination of your access to the Site.

USER-CREATED CONTENT

While the Site itself does not inherently facilitate user submissions, it may offer avenues for you to create, post, share, display, send, or otherwise make available content and materials, such as text, writings, videos, audio, images, graphics, remarks, suggestions, or any other information or materials ("Contributions"). These Contributions could be accessible by other users and may also appear on third-party websites. All Contributions you share will be governed by the Site's Privacy Policy.

By generating or sharing any Contributions, you affirm and guarantee that:

1. Your creation, sharing, and use of Contributions don't and won't infringe upon any proprietary rights, including, but not limited to copyrights, patents, trademarks, trade secrets, or moral rights of any third party.
2. You are either the original creator of the Contributions or possess all required licenses, rights, approvals, consents, and permissions for the Contributions, thereby authorizing us and other Site users to utilize your Contributions as intended by the Site and these Terms of Use.

3. You possess written consent from every identifiable individual in your Contributions to use their name or likeness, in compliance with these Terms of Use and the Site's intended usage.
4. Your Contributions are accurate, truthful, and not misleading in any way.
5. Your Contributions aren't a form of unauthorized or unsolicited advertising, including but not limited to spam, pyramid schemes, or mass mailings.
6. Your Contributions aren't obscene, lewd, violent, harassing, defamatory, or otherwise unacceptable, as determined by us.
7. Your Contributions don't demean, mock, disparage, intimidate, or abuse any individual.
8. Your Contributions don't endorse or incite violence against any government, or encourage or threaten physical harm against anyone.
9. Your Contributions comply with all relevant laws, regulations, and rules.
10. Your Contributions don't infringe upon anyone's privacy or publicity rights.
11. Your Contributions don't solicit personal information from minors under 18 or exploit such individuals in a sexual or violent manner.
12. Your Contributions don't breach laws related to child pornography or those designed to protect minors.
13. Your Contributions don't include remarks that are discriminatory based on race, nationality, gender, sexual orientation, or physical disability.
14. Your Contributions don't violate any part of these Terms of Use or any other applicable law or regulation.
15. Failure to abide by these conditions constitutes a breach of these Terms of Use and may result in the suspension or termination of your rights to use the Site.

LICENSING OF CONTRIBUTIONS

You agree that we can access, store, process, and use any information or personal data you submit, consistent with our Privacy Policy and your preferences (including your settings). While you maintain full ownership of your Contributions and any associated intellectual property or proprietary rights, you acknowledge that we are not responsible for any claims or representations made in your Contributions. You alone are accountable for the content you add to the Site, and you agree to indemnify us from any legal claims concerning your Contributions.

FEEDBACK SUBMISSIONS

Any questions, comments, or feedback regarding the Site ("Submissions") you provide to us become our exclusive property. We'll have sole ownership rights, including all intellectual property rights, and can use these Submissions for any lawful purpose without acknowledgment or compensation to you. You waive all moral rights to these Submissions and confirm either their originality or your right to submit them. You also agree not to seek legal action against us for any alleged or actual infringement or misappropriation of any proprietary rights in your Submissions.

THIRD-PARTY CONTENT AND WEBSITES

The Site may feature links to external websites ("Third-Party Websites") and content created by or sourced from third parties ("Third-Party Content"). We do not monitor, endorse, or take responsibility for the accuracy or completeness of Third-Party Websites or Third-Party Content.

We are not liable for any issues arising from your interaction with or use of these external resources. If you decide to engage with any Third-Party Websites or Third-Party Content, you do so at your own risk and should be aware that our Terms of Use no longer apply. We are also not responsible for any transactions or interactions you have with third-party entities accessed through our Site.

SITE MANAGEMENT

We reserve the discretionary right to (1) monitor the Site for Terms of Use violations; (2) take legal action against violators; (3) limit or disable access to your Contributions; (4) remove or disable content that is burdensome to our systems; and (5) manage the Site to protect our interests and property and ensure its proper functioning.

PRIVACY POLICY

By using the Site, you consent to our Privacy Policy, which is incorporated into these Terms of Use. Be advised that the Site is hosted in the United States. If you access it from another region with differing data protection laws, you consent to your data being transferred to the United States.

TERM AND TERMINATION

We reserve the right to deny access or terminate your use of the Site for any reason, including violation of these Terms of Use, without notice. If your account is terminated, you are prohibited from creating a new one under any name. We also reserve the right to pursue legal action for any violations.

MODIFICATIONS AND INTERRUPTIONS

We may update, change, or discontinue the Site without notice. We are not liable for any modification or discontinuation of the Site or for any downtime. You acknowledge that we have no obligation to maintain or update the Site and that we are not responsible for any inconvenience or loss you may suffer as a result.

GOVERNING LAW

These Terms of Use, as well as your interaction with the Site, are governed and construed according to the laws of the State of Minnesota. This applies to agreements formulated and fully executed within Minnesota, irrespective of its principles of conflict of laws.

DISPUTE RESOLUTION

Binding Arbitration

In the event that the Parties cannot resolve a Dispute informally, said Dispute (except those expressly exempted below) shall be definitively and solely settled by binding arbitration. YOU ACKNOWLEDGE THAT, ABSENT THIS SECTION, YOU COULD LITIGATE DISPUTES IN COURT AND HAVE THE RIGHT TO A JURY TRIAL. Arbitration will initiate and proceed under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and where appropriate, under the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which can be accessed at the AAA website: www.adr.org. Costs related to arbitration and

arbitrator remuneration will be subject to the AAA Consumer Rules. Should the arbitrator deem these costs excessive, Open River Entertainment, LLC will cover all fees and expenses for the arbitration.

Arbitration may be executed in person, via document submissions, by phone, or online. Written decisions will be provided by the arbitrator, who must follow relevant laws; failure to do so could result in the award being contested. Unless otherwise dictated by applicable AAA rules or laws, the arbitration will be conducted in Minnesota.

For any Dispute that proceeds in court rather than through arbitration, such Dispute will be initiated or prosecuted in state and federal courts located in Minnesota. Parties hereby agree to and waive all defenses of lack of personal jurisdiction and forum non conveniens concerning venue and jurisdiction in these courts.

Exceptions to Arbitration

The Parties agree that the following are not covered under the aforementioned binding arbitration clause:

Disputes regarding intellectual property rights

Allegations of theft, piracy, invasion of privacy, or unauthorized use

Claims for injunctive relief

CORRECTIONS

Open River Entertainment, LLC reserves the right to rectify any errors or inaccuracies found on the Site without prior notification.

DISCLAIMER, LIMITATIONS OF LIABILITY, INDEMNIFICATION, USER DATA, ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

(No changes made in this section, as there were no specific replacements requested.)

CONTACT US

To address any complaints about the Site or for additional information on the use of the Site, you can reach out to us at:

Open River Entertainment, LLC

info@openriverent.com