

## **TERMS OF USE AGREEMENT**

This PAKRA LLC Website Terms of Use Agreement (the “Agreement”) governs your use of Pakragames.com (the “Site”) and supplements terms and conditions of sites accessible through the Site.

Websites or services accessible by link to the Site that are operated or serviced by third parties, including Partners sites; Publication links and Other web links (collectively the “Linked Sites”) are not under the control of PAKRA LLC (“PAKRA”), and PAKRA is not responsible for the contents of the Linked Sites, including, without limitation, links contained on Linked Sites, or any changes or updates to Linked Sites.

Your use of the Site constitutes your acceptance of the Agreement. Your acceptance of the Agreement provides you with a limited and temporary license and permission to use the software and other resources of the Site, which license and permission are freely revocable at any time, with or without cause, and with or without notice, by PAKRA, as described more fully below. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Any questions regarding this policy or any of the online services offered by or through PAKRA may be sent to [rini@pakragames.com](mailto:rini@pakragames.com)

### **1. Copyright Rights**

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Site, coordination, and arrangement of such content, are owned by PAKRA or its licensors or service providers or consortium participants, to the full extent provided under the United States Copyright laws and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Site for any purposes. Nothing stated or implied on the Site confers on you any license or right under any copyright of PAKRA or any third party. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the Site is strictly prohibited, without the prior written consent of PAKRA’s respective participants. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from PAKRA’s participants is prohibited.

### **2. Modification of this Agreement.**

PAKRA’s participants reserve the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use to which you are bound. Your use of the Site after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the services provided on the Site.

### **3. Links**

Third party sites may link without prior permission to the home page of the Site only through a plain-text link. Permission must otherwise be granted by us for any other type of link to the Site. To seek our permission, you may email us at [rini@pakragames.com](mailto:rini@pakragames.com). Any third party website that links to the Site: (a) shall not create a frame, browser or border environment around any of the content of the Site; (b) may link to, but not replicate, Site content; (c) shall not imply that PAKRA or its participants are endorsing or sponsoring it or its products or services; (d) shall not present false information about PAKRA or PAKRA's participants or their respective products or services; (e) shall not use PAKRA or PAKRA participants' respective trademarks without the prior written permission from PAKRA or PAKRA's participants; and (f) shall not contain content that could be construed as distasteful, offensive or controversial.

Notwithstanding anything to the contrary contained in this Agreement, PAKRA's participants reserve the right to deny or rescind permission to link to the Site from any website, and to require termination of any link to the Site, for any reason in the sole and absolute discretion of PAKRA's participants.

### **4. Obligations**

You are required to comply with all applicable laws in connection with your use of the Site, and such further limitations as may be set forth in any written, electronic or on-screen notice from PAKRA. As a condition of your use of the Site, you represent and warrant that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement.

### **5. Prohibited Uses Generally**

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Site that:

- (a) Is copyrighted, unless you are the copyright owner or valid licensee of such materials;
- (b) Reveals trade secrets, unless you own them, or you are the valid licensee of such materials;
- (c) Infringes on any other intellectual property rights of others or on the privacy or publicity rights of others, including licensed manufacturers;
- (d) Is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity or in violation of applicable law as determined by PAKRA's participants in their sole discretion;
- (e) Is sexually explicit;

(f) Constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or

(g) Contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

You further agree not to:

(a) Use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Site, or for purposes of registering for any promotions offered through the Site;

(b) Delete or revise any material or other information of any other user of the Site;

(c) Harvest, collect, or send information about others, including e-mail addresses, without their consent;

(d) Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;

(e) Use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on this Site;

(f) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Site to harvest or otherwise collect information from the Site to be used for any commercial purpose;

(g) Allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or

(h) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation:

(a) Accessing data not intended for you or logging into a server or account that you are not authorized to access;

(b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

- (c) Attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, “flooding”, “spamming”, or “mailbombing” or “crashing”, the Site;
- (d) Sending unsolicited e-mail, including promotions and/or advertising of products or services; or
- (e) Forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

Violations of system or network security may result in civil or criminal liability. PAKRA or its participants may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. PAKRA’s participants reserve the right (but does not have the obligation) to review postings on the Site, to remove any postings, and to terminate your ability to post to the Site at any time without notice, in its sole discretion. PAKRA’s participants also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

## **6. Conduct**

You are responsible for, and assume all liability associated with, any material you make available or transmit through the Site, including liability for claims of infringement, libel and slander. You may not post, transmit through or otherwise make available on or through the Site (i) any material that violates or infringes in any way upon the rights of others, that is unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, (ii) without the express written consent of the owner thereof, any copyrighted material, or (iii) without the express prior written consent of PAKRA’s participants any advertising or any solicitation with respect to products or services (unless posted in an area specifically designated for that purpose). Although PAKRA does not and cannot review every message posted on or transmitted through the Site, PAKRA shall be under no obligation to permit any material posted or transmitted to remain on the Site, and may remove from, or refuse to display on the Site any material that PAKRA, in the exercise of its sole discretion, believes violates this Agreement.

## **7. Disclaimer of Warranties**

THIS SERVICE IS PROVIDED “AS IS.” PAKRA’S PARTICIPANTS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE. PAKRA’S PARTICIPANTS DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PAKRA'S PARTICIPANTS DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, LOSS OF DATA, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SITE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY PAKRA'S PARTICIPANTS OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

NEITHER PAKRA NOR ITS PARTICIPANTS MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO PRICES.

## **8. Limitation of Liability**

IN NO EVENT WILL PAKRA, ITS LICENSORS, SERVICE PROVIDERS, THE PARTICIPANTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY WEBSITE LINKED TO THIS SITE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SITE OR ANY SITE LINKED TO THIS SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE. IN NO EVENT SHALL PAKRA OR ITS PARTICIPANTS OR ANY THIRD PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SITE, INCLUDING ANY PART THEREOF, OR ANY OTHER CONTENT (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SITE), EVEN IF PAKRA OR ITS PARTICIPANTS OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

PAKRA AND ITS PARTICIPANTS RESERVE THE RIGHT TO ALTER THE CONTENT OF THIS SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PAKRA OR ITS PARTICIPANTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, PAKRA'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL PAKRA'S OR ITS PARTICIPANTS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

#### **9. Indemnification**

Upon a request by PAKRA or its participants, you agree to indemnify and hold harmless PAKRA, its licensors, service providers and its participants and their respective subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, members, managers, and employees from and against all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Site, your use of the Site, your violation of this Agreement or your violation of any rights of another.

#### **10. Choice of Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, excluding its conflict of law rules. You expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Ohio, and for matters not susceptible of adjudication in the federal courts, the courts of the State of Ohio located in Franklin County, in all disputes arising out of or relating to the use of this Site.

#### **11. United States Jurisdiction**

The Site is operated in the United States of America. We do not represent that content or materials presented on the Site are appropriate or available for use in other locations. If you access the Site from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Site.

## **12. Severability and Integration**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and PAKRA and its participants and governs your use of this Site, superceding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and PAKRA and its participants. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. This agreement may be modified only by our posting on the Site changes to this Agreement, or by a subsequent writing signed by PAKRA's participants.

## **13. No Waiver**

The failure of PAKRA or its participants to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive any rights to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

## **14. No Professional Advice**

Any information supplied by any employee or agent of PAKRA or its participants, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Site, and does not constitute legal, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. PAKRA and its participants make no representations or warranties concerning any course of action taken by any person following or otherwise using the information offered or provided within or through the Site, and neither PAKRA nor its participants will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

## **15. Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and PAKRA or PAKRA's participants as a result of this Agreement or your use of this Site. Nothing contained in this Agreement is in derogation of PAKRA's or its participants' rights to comply with governmental, court and law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by PAKRA or its participants with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **16. Termination**

PAKRA and its participants reserve the right, in its sole discretion, to terminate this Agreement and your access to all or part of this Site, with or without notice and with or without cause. Termination of your access to this Site means the revocation of the limited and temporary license and permission to use the software and other resources of the Site granted to you under this Agreement by PAKRA and its participants. The provisions of this Agreement will survive the termination of your access to the Site and of this Agreement.

## **17. Notices**

PAKRA may give notices to users of the Site, at PAKRA's option, by posting a message on the Site, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof. Notices by users to PAKRA must be given by electronic or conventional mail.

Notices to PAKRA by electronic mail must be sent to [rini@pakragames.com](mailto:rini@pakragames.com).

Notices to PAKRA or its participants by conventional mail must be sent to: Rini Das, PAKRA LLC, 449 East Mound Street, Columbus, OH 43215.

Notices by a user to PAKRA or its participants will not change the terms of this Agreement unless the change is expressly accepted in writing by an authorized officer of PAKRA participant.

## **18. Violations**

Please report any violations of this Agreement to PAKRA at (614-228-4407) or [rini@pakragames.com](mailto:rini@pakragames.com)