

## TERMS OF SERVICE

### Welcome to DittoMarc!

Important Notice: Please read the following Terms of Service carefully before using DittoMarc.com, as they affect your legal rights and obligations. This document contains an arbitration agreement and class action waiver, which affect your legal rights. You must review this document in its entirety. Please print these Terms of Service for your records.

The DittoMarc.com website, which includes all of the text, images, audio, code and other material they contain or provide (collectively, “Content”) and all of the features, contests or wagers (as defined below) and other services (as defined below) they provide, are owned and operated by DittoMarc, Inc. (“DittoMarc,” “the “Company,” “we,” “us,” or “our”).

By using or otherwise accessing the website or other Content, including by registering for and opening a DittoMarc account (“Account”), checking the box during registration to accept these Terms of Service, downloading any software (as defined in section 2.2 below) from us, or registering for or participating in any contests or wagers, you acknowledge and agree that you:

1. Have read and understand all of these Terms of Service, and all obligations and rules that may be included within each contest or wager in which you participate and compete (“Rules”), in their entirety (these Terms of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to herein as the “Terms”);
2. Will abide with and be bound by the Terms;
3. Consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy; and
4. Meet the eligibility requirements set forth below in section 1.2.

If you do not wish to be bound by the Terms, do not check the Terms of Service acceptance box during registration and do not register an account with DittoMarc. Declining to accept means you will be unable participate in contests or wagers or use your account. If you do not agree to all of the Terms, you may not access or use DittoMarc.com or any of our Content, and you may not participate in any contests or wagers or open or maintain an Account.

By using, registering, and/or otherwise accessing any services or offerings of DittoMarc, you acknowledge that you have read, understood and agreed to abide by the Terms. If at any time you do not agree with the Terms, you must immediately refrain from using and/or otherwise accessing the services and content of DittoMarc.

DittoMarc may from time to time issue additional terms, rules and conditions of participation in particular contests or wagers. You agree to be subject to them if you participate in such contest or wager.

If you have any questions about the meaning of any of the Terms, please email those questions to [support@DittoMarc.com](mailto:support@DittoMarc.com).

**Please review carefully – The Terms are subject to binding arbitration and a waiver of class action rights as set forth in section 14 below.**

DittoMarc hopes you will enjoy being a part of the DittoMarc social platform and enjoy the challenges, competitions, contests and wagers created and/or played by users (collectively, “Contests”) and using other applications, tools and services that we may provide from time to time (together with Contests, the “Services”).

## **1. GENERAL TERMS**

### **1.1. Changes to the Terms**

We reserve the right to change the Terms at any time and from time to time. We may post a notice on our website at [DittoMarc.com](http://DittoMarc.com) (“Website”) of any material changes to the Terms. You may determine when these Terms were last revised by referring to the “Updated” legend [insert where located]. Your continued participation in Contests and/or use of Software or Services or use of the Website means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please review these Terms from time to time. Each time you use the Website, the Services or any Content, register an Account or download Software, or participate in a Contest or open or maintain an Account, you confirm that you accept these Terms, as revised from time to time, and that you agree to comply with them always.

### **1.2. Eligibility**

#### **1.2.1. United States (U.S.)**

To be eligible to register and maintain an Account, participate in any Contest or receive Services and/or to download Software, you must:

- (i) be a natural person who is at least 18 years of age, or the age of majority in the state in which you live (as legislatively mandated for purposes of entering a Contest), whichever is older, and who is personally assigned to the email address submitted during the Account registration process;
- (ii) have the power to enter into a contract generally and accept these Terms specifically;
- (iii) be physically located within the U.S. when accessing your Account and participating in

Contests;

(iv) be physically located within a U.S. jurisdiction (state) in which participation in the Contest you select is permitted and unrestricted by that state's laws; and

(v) at all times abide by these Terms.

If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice. You further hereby represent and warrant that you are (i) fully able and competent to enter into the agreements, obligations, representations and warranties set forth in the Terms and to abide by and comply with the Terms; (ii) not listed on any U.S. Government list of prohibited or restricted parties; and (iii) not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.

If you do not meet the eligibility requirements of this section, and cannot make these representations and warranties, then you are not authorized to use the Website, the Services or any Content, participate in any Contest, register or maintain an Account, or download Software. DittoMarc may require you to provide proof that you are eligible to participate in Contests prior to receiving any Winnings.

#### 1.2.2. Non-U.S.

To be eligible to register and maintain an Account, to participate in any Contest or receive Services, and/or to download Software, you must:

(i) be a natural person who is at least 18 years of age, or the age of majority in the jurisdiction in which you live, whichever is older, and who is personally assigned to the email address submitted during the Account registration process;

(ii) have the power to enter into contract generally and accept these Terms specifically;

(iii) be physically located in a jurisdiction in which participation in the Contest you select is permitted and unrestricted by that jurisdiction's laws; and

(iv) at all times abide by these Terms.

If any one of these requirements in Section 1.2 is not met at any time, we may suspend or close your Account with or without notice.

#### 1.3. Registration

You will be asked to supply a valid email address that you personally manage and to create a password when you create an Account. Upon registering, you will be given a username by the Services that may be changed and personalized by you at any time via the Website. You may not use a username that promotes a commercial venture, violates or infringes upon another's intellectual property rights, or that DittoMarc in its sole discretion deems offensive, unlawful or inappropriate. Both the username and password are needed to participate in the Services. As a registered user, you can update your account settings, including your email address, by logging into your Account via the Website or within a game that has integrated the Services. If you forget either your username or password, you can visit the Website to reset the password or email support for help retrieving or resetting login credentials. Make sure to keep your username and password private – you are responsible for all activity taken through your Account whether by you or third parties. In the event of a dispute regarding the identity of the person participating in a Contest, the entry will be deemed submitted by the person in whose username the entry of the Contest was submitted or, if possession of the username itself is contested and in DittoMarc's opinion sufficiently uncertain, the name in which the email address on file was registered with the email service provider. DittoMarc reserves the right to not award Winnings (as defined below) to an individual it believes in its sole discretion was not a winner of a Contest. Although we may offer a feature that allows the Services to "remember" your Account log-in credentials for auto log-in, this feature may allow for third parties to access your Account. Please use that feature carefully. Utilize this feature and use of the Services at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your Account or details therein at any time. You acknowledge and agree that DittoMarc is authorized to act on instructions received through the use of your username and password, and that DittoMarc may, but is not obligated to, deny access or block any transaction made through use of your username and password without prior notice if we believe your username and password are being used by someone other than you, or for any other reason.

DittoMarc may require you to change your username or may unilaterally change your username.

#### 1.4. Your Account

You, as the holder, manager and owner of your Account, are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to:

- (i) access and/or use your Account;
- (ii) access and/or use Services or Software through your Account; or
- (iii) accept or use winnings, prizes, awards and other representative of value (including without limitation any bonuses or digital goods, rewards or tokens) (collectively "Winnings"). Your Account, Winnings, and/or any Digital Items (defined in Section 10.3) are not transferable to any other person or account. You are required to contact us immediately if you become aware of, or suspect, any unauthorized use of your Account, information, identification or any other breach or

threatened breach of our security or the security of your Account. If DittoMarc determines that you have violated this Section 1.4, in addition to any other rights we have, we reserve the right to suspend or terminate your Account and terminate, withhold or revoke the awarding of any Winnings.

#### 1.5. Personal Location Data

As a part of our Services, we will collect location data from your device to enable you to participate in location-specific Contests.

#### 1.6. Use of Collected Information

By creating an Account and providing your email address, you agree to allow DittoMarc to provide news, updates, announcements, promotions and other related communications from time to time. Users have the option to opt-out of these communications at any time by following the unsubscribe instructions or link. Following such an opt-out, we may still communicate with you by email concerning administrative or operational issues relating to your Account to the extent permitted by applicable laws.

## **2. SERVICES AND SOFTWARE**

#### 2.1. Our Services

We may, with or without notice to you:

- (i) modify, suspend or terminate your access to the Website, Contests, Services, Software, and/or your Account; and
- (ii) Interrupt operations and use of the Website, Contests, Services and/or Software as we deem necessary to perform maintenance, fix bugs or incorporate other work.

We may suspend, hold and/or close the Account of any user who violates, or whom we reasonably believe may be in violation of or will violate, the Terms or applicable laws at any time without notice. Without limiting our other rights or remedies, we may determine that your Winnings, if any, will be forfeited, disgorged or recouped by us should you violate any of the Terms. We also reserve the right to cancel Contests, in our discretion, such as when we believe you or another participant has violated the Terms or applicable law.

#### 2.2. Software

You may be required to first download certain proprietary DittoMarc software (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing), collectively “Software,” in order to participate in Contests or

receive Services. If you do not download the Software, you may not be able to participate in Contests or receive relevant Services. You may download the Software directly from us from time to time, and other times you may download Software from a third party, such as a game publishing platform or developer. Regardless, use of the Software is subject to the Terms in all cases. We license the Software to you under Section 10.2.

### **2.3. Technical Support**

At our discretion, we may choose to offer technical support for Software and Services from time to time.

### **2.4. Beta Releases**

For any Service that we identify or label as a “beta” version (“Beta Service”), you acknowledge and agree that a Beta Service may contain fewer, or in some cases more, features than the final release of the Service. We reserve the right, in our sole discretion, to ultimately not release a final version of a Beta Service or to alter any of its features, functions, specifications, capabilities, licensing terms, release dates, general availability, offerings or other facets. You acknowledge that Beta Services may not be suitable for production use and may contain errors affecting proper operation and functionality.

### **2.5. Third Party Sites**

You may be able to access third-party websites or services via the Software, Services or Website. We are not responsible for third-party websites, content or services available through those third-party websites, software or services. You are solely responsible for your dealings with third-parties (including game developers, publishers, and advertisers). Your use of third-party software, websites or services may be subject to that third-party’s terms of service. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. You should check these policies before you submit any personal data to these websites.

## **3. COMPLIANCE WITH LAWS**

### **3.1. Prohibited US States**

You acknowledge that various rules, regulations and laws addressing sweepstakes, contest, wagers, games of skill or chance and tournaments with entry fees and/or prizes may govern your participation in Contests (“Gaming Laws”), and that Gaming Laws are enacted by each individual United States or foreign state, territory or jurisdiction. It is your responsibility to determine whether participating in a particular Contest is permitted in your jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Services and to block access. Each time you log-in and participate in a Contest, you must accurately and honestly confirm the location from which you

are playing.

### 3.3. Additional Laws

In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. export laws (together with Gaming Laws, the “Applicable Laws”). You are solely responsible for your compliance with all Applicable Laws. Access to Contests may not be legal for some or all residents of, or persons present in, certain jurisdictions. **SERVICES AND CONTESTS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS.** Participate in Contests at your own risk. You agree to indemnify and hold us harmless if Applicable Laws restrict or prohibit your access or participation.

### 3.4. Legal Disclaimers

**WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY CONTEST OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH DITTOMARC HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES. CERTAIN JURISDICTIONS MAY BELIEVE THAT SERVICES ARE SIMILAR TO REAL MONEY SPORTS GAMES AND CONSTITUTE ILLEGAL GAMBLING. WE DISAGREE FOR A VARIETY OF REASONS AND HAVE LEGAL SUPPORT REGARDING THE LEGALITY OF OUR SERVICES. ADDITIONALLY, THE OUTCOMES OF CONTESTS ARE ENTIRELY RELIANT ON THE SKILL OF THE PARTICIPANTS. HOWEVER, THERE IS A CHANCE THAT A JURISDICTION MAY TAKE A DIFFERENT POSITION.**

## **4. YOUR REPRESENTATIONS AND WARRANTIES TO DITTOMARC**

You represent and warrant to us that:

- (i) you have the right, authority, ability and capacity to agree to the Terms, to register for an Account, and to participate in Contests for which you enter/register;
- (ii) you will comply with the Terms when participating in Contests, receiving Services, and/or using Software; and
- (iii) all information you supply to us is accurate, complete and current.

Knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate suspension and/or termination of your Account and forfeiture of Winnings, if any.

## **5. YOUR INDEMNIFICATION OF DITTOMARC**

You will, at your own cost and expense, indemnify and hold us, and our directors, officers, employees and agents, harmless from and against any and all claims, disputes, liabilities, judgments, settlements, debts, actions or rights of action, and losses of whatever kind, and all costs and fees associated therewith, including reasonable legal and attorneys' fees, arising out of or relating to (i) your breach of the Terms; (ii) any use of your Account by any person; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct; and, if we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

## **6. PRIVACY**

### **6.1. Privacy Policy**

We are committed to your privacy, and our Privacy Policy, the terms of which are incorporated into the Terms as if set forth herein in their entirety, explains the policies put in place and used by us to protect your privacy as you visit and use the Services.

### **6.2. Communications With You**

As also detailed in the Privacy Policy, we may use emails, text messages, social media and push notifications to notify you when you win Contests, when a Contest you have entered has completed, and to let you know of special and/or relevant events, promotions and/or policy changes. We may also communicate with you via email, text message, social media, push notification or chat for any other purpose relating to Services or Software. We or our representatives may monitor all communications made by or received by you while using the Website and Services. If you do not wish to receive these communications from us, you may opt out at any time by emailing [unsubscribe@DittoMarc.com](mailto:unsubscribe@DittoMarc.com). However, you acknowledge that opting out may result in your inability to participate in Contests or receive Services. You agree to receive autodialed texts to the mobile phone number you provide us, which may include telemarketing messages. You are not required to agree to receive such promotional texts as a condition of playing in the Contests or purchasing any products, goods or services from us, directly or indirectly. You may also opt-out any time by following the instructions in our text messages.

### **6.3. Device Information**

Using the Software and Services requires an Internet connection to our servers – we may need to collect certain information from you and your Device in order to make the Software and Services available to you, such as hardware system profile data, internet connection data, and any other data related to the operation of the Service from any Device that logs onto the Service using your Account. We will use this information in accordance with the Privacy Policy.



#### 6.4. Warning

Please be discrete and mindful when sending us sensitive information as third parties may unlawfully intercept or access transmissions or private communications between you and us. Unfortunately, the transmission of information via the internet is not completely secure. You acknowledge that internet transmissions are never completely secure or private. Although we will do our best to protect your personal data, we cannot guarantee the security of your data. Any transmission is at your own risk. Once we have received your information, we will use commercially reasonable technical, physical, administrative and managerial procedures, security measures, and safeguards to try to prevent unauthorized access to, and to preserve the integrity and security of, your personal information.

#### 6.5. Promotional Activities

By registering for an Account, you allow us to publicly display your username and Contest participation records, and to use this information for any purpose. By accepting any Winnings, you allow us to publish, print, announce, advertise, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness and/or any biographical information that you submit to us (collectively, “Biographical Information”) for our own promotional, marketing or related business purposes, without compensation to you, unless prohibited by Applicable Law. However, we will never sell your Biographical Information without your prior written consent, unless in connection with a sale or similar transaction of our company or of its assets or a substantial subset of those assets, or as stated in the Terms and our Privacy Policy. Our use of your personally identifiable information is always governed by our Privacy Policy.

#### 6.6. Gameplay

We may use third party websites and technologies to stream and/or record gameplay or chat dialogue occurring through the Services, including your own dialogue (“Recordings”). We may use Recordings to verify compliance with the Terms and as part of marketing, promotion and feature enhancement of the Services. Please do not submit personally identifiable information in gameplay dialogue—this information is available for anyone to see and use. You may record and distribute your own recordings of gameplay dialogue for non-commercial purposes, and you may record or distribute recordings for compensation so long as your recording and distribution:

- (i) does not include other products or services that are competitive with our products or services; and
- (ii) complies with the Terms.

#### 6.7. Children

The Services will not knowingly accept personal information from anyone under 18 years old. If you believe that a child under 18 has gained access to the Services, please contact us at

[support@DittoMarc.com](mailto:support@DittoMarc.com). We have taken commercially reasonable steps and additional control measures to restrict use of Services to only those who are 18 years of age or older. We do not sell products or services for purchase to minors.

## **CHILDREN UNDER THE AGE OF 13**

**We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on or through our Services. If it is discovered that we have collected or received personal information from a child under 13, said information will be deleted. If you believe we might have any information from or about a child under 13, please contact us at [support@DittoMarc.com](mailto:support@DittoMarc.com).**

### **6.8 California Privacy Rights**

If you are a California resident, California Civil Code Section 1798.83 permits you to request, once a calendar year, information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. If applicable, this information would include the categories of personal information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year. To make such a request, please write us at:

DITTOMARC CUSTOMER SUPPORT  
P.O. BOX 622  
CEDAR PARK, TEXAS 78630

## **7. ACCEPTABLE USE POLICY**

### **7.1. Rules of Conduct**

You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently suspend or terminate the Account of any user who violates these rules or who abuses communications, the community purpose of any message board areas, or any other methods of abuse as determined by us in our sole discretion. We reserve the right to disable a player's ability to upload profile photos or edit their username at any time. Without limiting the foregoing, or our right to add to or modify, the following Rules of Conduct:

- (i) You may not attempt to participate in any Service (*e.g.*, Contests) by means of automatic, macro, programmed or similar methods.
- (ii) You may not commit fraud with regard to any Service.
- (iii) You may not attempt to impersonate or deceive another user for the purposes of illicitly

obtaining cards, passwords, account information, etc. (a.k.a. “scamming”).

(iv) Do not share personal information (your name, phone number, home address or password) with other users.

(v) You may not use or upload obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening or harassing language of any kind, as determined by us in our sole discretion.

(vi) Profanity, obscenities or the use of **\*\*asterisks\*\*** or other “masking” characters to disguise such words is not permitted.

(vii) Service usernames may be displayed as ‘Your Name;’ impersonating other players is not allowed.

(viii) Do not transmit or upload any copyrighted or trademarked materials in messages or postings.

(ix) Information disclosed in chat rooms, message boards, gameplay dialogue or in online messages is visible to the public, and we are not responsible for information you choose to disclose to others.

(x) Advanced fonts, java, tables, html or other programming codes or commands are not allowed in messages.

(xi) You may not attempt to participate in any Service (*e.g.*, Contests) by means of shortcuts, cheats, glitches or similar methods.

**YOU MAY NOT MAKE ANY COMMERCIAL USE OF ANY OF THE INFORMATION PROVIDED ON THE WEBSITE OR THROUGH THE SERVICES NOR MAKE ANY USE OF THE WEBSITE OR SERVICES FOR THE BENEFIT OF A BUSINESS.**

## 7.2. Your Content

You acknowledge that the Service is a passive channel for user content and that we may not pre-screen all user content or communications. We may not control, verify or pay for some or all user content or communications. We do not endorse, and specifically disclaim any responsibility or liability for, any publicly posted content. In addition, we may suspend and/or terminate your access to any of our public forums at any time, without notice, for any reason whatsoever, and/or delete, move or edit content submitted publicly, in whole or in part. You may only upload, send and receive messages and material that is related to the subject matter of the public forums, complies with Applicable Laws, and conforms to any additional terms of service we post in public forums. You may not upload to, distribute or otherwise publish any content, information or other material that:

(i) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets or other

proprietary rights of any entity and/or person;

(ii) is libelous, threatening, defamatory, obscene, indecent, pornographic or could give rise to any civil or criminal liability under U.S. or international law; or

(iii) includes any bugs, bots, malware, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

User-generated content and opinions are that of the individual supplying such content or opinion and do not reflect the opinions of the Company. Subject to the foregoing, we may edit, refuse or remove any information or materials that you submit to us, in our sole discretion. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of your submissions or content. We may, but shall not be obligated to, remove or edit any of your submissions or content for any reason.

### 7.3. Fraud, Cheating and Abuse

In accessing or participating in Services or using the Software, you represent and warrant to the Company that you will not engage in any activity that interrupts or manipulates, or attempts to interrupt or manipulate, the operation of the Services or Software. Anyone who engages in, participates in, assists in or displays behavior that may be interpreted, in our sole discretion, as unfair methods of participating in Services or using the Software, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, artificial intelligence, algorithms, machine learning, collusion with bots, backdoors or glitches), intentionally altering play in certain games to achieve competitive advantage, collusion with other players (e.g., intentionally losing rematches in Contests), deliberate transfer of money between accounts (e.g., “money laundering”), harassment of other participants, posting objectionable material, breach of the Terms, breach of security of your Account, or any other act, whether through the use of automated technology or otherwise, that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, “Abuse”), will be subject to immediate sanction as determined by us in our sole discretion, which may include, without limitation:

(i) immediate suspension and/or termination of your Account and blocking of your access to the Website and Services;

(ii) any Winnings or account balance that you may otherwise have been entitled to hold and receive shall be void and forfeited; and

(iii) any Winnings received by you shall be subject to disgorgement and/or recoupment; and

(iv) immediate cancellation of associated attempt(s), score(s) and Contest ranking(s).

In addition to the foregoing, we reserve the right to disclose or report any suspected illegal activity,

such as money laundering, to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

#### 7.4. Hacking, Tampering or Unauthorized Access

Any attempt to gain unauthorized access to our systems or any other user's account, interfere with procedures, performance or delivery of Services, Software or the Website, or deliberately damaging, manipulating or undermining the Services or Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings and seizure of your account balance, if any. You acknowledge that we are not responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of Services or your Account.

#### 7.5. Restrictions

Any use, reproduction or redistribution of the Service, Software or related products or services (including without limitation, Digital Items, as defined in Section 10.3) not expressly authorized by the Terms is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our Software, assets or property including, without limitation:

- (i) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing or creating derivative works from any information, software, products or services obtained from us;
- (ii) providing unauthorized means through which others may use Services such as through server emulators;
- (iii) taking actions that impose an unreasonable or disproportionately large load on our or our suppliers' network infrastructure, or that could damage, disable, overburden or impair our Websites or Services;
- (iv) interfering with any other party's use and enjoyment of Services and/or Software (including cheating) or the Website or applications; and/or
- (v) attempting to gain unauthorized access to third party accounts, the Service or Software.

### **8. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS**

#### 8.1. Fees

Fees and payments for Services that you pay to us (“Fees”) and our billing procedures are detailed in our billing guidelines. If there are Fees charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid, and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals, unless restricted by Applicable Law. We may change the price of Services at any time, but no price change will affect your past purchases.

## 8.2. Billing

We may change our Fees and billing procedures by updating our billing guidelines. By providing us with a payment method, you:

- (i) represent that you are authorized to use the payment method that you provide and that any payment information you provide is true and accurate;
- (ii) authorize us to charge you for the Services using your payment method; and
- (iii) authorize us to charge you for any paid feature of the Services for which you choose to sign up.

We may bill you in advance, at the time of purchase, or shortly after purchase, in our sole discretion. If we make an error on your bill, you must tell us within 120 days after the error first appears on your bill. We will then promptly investigate the charge. If you don’t tell us within that time, we will not be liable for any losses resulting from the error and we will not be required to correct the error or provide a refund. If we identify a billing error, we will correct that error within 90 days. You must pay for all reasonable costs we incur to collect any past due amounts, including without limitation charge-back fees, reasonable attorneys’ fees and other legal fees and costs.

## 8.3. Bonus Prizes

We may, from time to time in our sole discretion, offer cash or other prizes based on the number of DittoMarcs in your account. The qualifications, duration and other details of such prizes will be disclosed on the Website.

## 8.6. Refund Policy

Unless otherwise required by law, no refunds are given. You acknowledge and agree that any purchase of DittoMarcs is a completed transaction and is not subject to rescission or charge-back. Any subsequent conversion of DittoMarcs to cash or cash equivalents is subject to our then applicable charges and fees. You agree to indemnify and hold the Company harmless from any charge-back.

## 8.7. Winnings

If you are eligible to receive Winnings, we may require that you provide us with proof that you are, or were at the time of your participation in the subject Contest, eligible to participate in accordance with the Terms and that your participation was in accordance with the Terms. If you do not provide us with such proof to our reasonable satisfaction, then you will not receive the relevant Winnings. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to enforce and act upon this. We may also reduce payment to you without notice to adjust for any previous overpayment or fees. Any deducted fees will be detailed and provided along with payment.

#### **8.8. Credit Card Use**

When you use a credit card to pay for any charges, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor authentic charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings and/or amounts added to your account, and pursuit of civil litigation and/or criminal prosecution.

#### **8.9. Taxes**

If you are a U.S. resident, you may receive a 1099-Misc federal tax form from DittoMarc and will receive a 1099-Misc if you receive cumulative withdrawals exceed \$600 in a calendar year. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may withhold from your existing Account balance and/or from future Winnings any amount required to be withheld by Applicable Laws, including amounts due in connection with your failure to complete relevant tax documentation. However, you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Laws. You acknowledge and agree that the payment of taxes on any Winnings awarded and/or amounts withdrawn from your Account shall always be your own personal responsibility and that, under no circumstances, will DittoMarc be liable to pay, reimburse or otherwise cover the payment of any such tax or be liable to you in any way whatsoever in relation to the same.

### **9. COPYRIGHT COMPLAINTS**

We respect the intellectual property of others.

#### **9.1 Notice and procedure for making claims of copyright infringement; Digital Millennium Copyright Act**

DittoMarc may, in appropriate circumstances and at its discretion, disable and/or terminate the

Accounts of users who infringe the intellectual property of others.

If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed and is available through our Service, please provide DittoMarc's Copyright Agent, in accordance with the Digital Millennium Copyright Act of 1988 ("DMCA"), a written notice.

9.2 To be valid under the DMCA, you must provide the following information in writing:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (ii) specific identification of the copyrighted work that you claim has been infringed;
- (iii) specific identification of the material that is claimed to be infringing and where it is located on our Site;
- (iv) information reasonably sufficient to permit us to contact you, including your name, address, telephone number and e-mail address;
- (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or under applicable law; and
- (vi) a statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

### 9.3 DMCA Agent

The above information must be submitted to DittoMarc's DMCA Agent:

DCMA AGENT  
DITTOMARC CUSTOMER SUPPORT  
P.O. BOX 2622  
CEDAR PARK, TEXAS 78630  
email: [info@DittoMarc.com](mailto:info@DittoMarc.com)  
phone: (8xx) xxx-xxxx

## **10. PROPRIETARY RIGHTS**

### 10.1. Your Content

Subject to the Terms, you grant to us a worldwide, perpetual, unrestricted, royalty-free license to use, copy, modify, distribute, publish, perform, transmit and display any and all communications,



materials, content and information submitted to us by you, whether directly or through the Website, Services or Software (“Content”), and waive any moral rights you may have in Content. Subject to the Terms, any communication or material you transmit to us, including any data, questions, comments, suggestions or the like, will be treated by us as non-confidential and non-proprietary. Subject to the Terms, we may use Content for any purpose, without any compensation, accounting or other liability or obligation to you. If you use or share Content in a way that infringes others’ copyrights, trademarks other intellectual property rights, or privacy rights, you are breaching the Terms. You represent and warrant to us that for the duration of the Terms you have (and will have) all the rights necessary for the Content you upload or share on the services and that the use of the Content, as contemplated in this Section will not violate any Applicable Laws. If your Account is cancelled or terminated, we may permanently delete your Content from our servers and we have no obligation to return Content to you.

## 10.2. Software License

Subject to the Terms, we grant to you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software, in object code format only, on a Device owned or controlled by you, solely for the purpose of accessing and using the Services in accordance with the Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not network the Software among devices. You may not directly or indirectly, or authorize any person or entity to:

- (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software or its structural framework;
- (ii) create derivative works of the Software;
- (iii) use the Software in whole or in part for any purpose except as expressly provided herein; or
- (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software.

You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software that is under your possession or control.

## 10.3. Digital Items

Some Services and Software may allow you to create digital objects, such as digital tokens, characters, awards for placement on the leaderboard or items. Such digital objects, in addition to any digital or virtual objects or items we assign to your Account, virtual badges, trophies, buttons or virtual goods, are collectively referred to as “Digital Items”. You acknowledge that because all Digital Items are created through the Software and/or Services, we solely and exclusively own all

Digital Items. To the extent we do not automatically own any Digital Item, you hereby irrevocably, expressly and automatically assign to us, in perpetuity, all right, title and interest in and to such Digital Items, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights throughout the world. If you have any rights to Digital Items that cannot (as a matter of law) be assigned to us in accordance with the foregoing, you unconditionally and irrevocably: (i) waive the enforcement of such rights against us; and (ii) grant to us an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform, and otherwise use and exploit such Digital Items, (b) to use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating or derived from Digital Items, and (c) to exercise any and all other present or future rights not yet known in Digital Items. Subject to the Terms, we grant you a limited license to use Digital Items through your own Account solely for purposes and in furtherance of your use of Services.

#### 10.4. Ownership

All content of the Website, the Software, Services, and all products and services of DittoMarc, and all DittoMarc logos, symbols, expansion names and symbols, game play symbols, trade dress or “look and feel”, and all Digital Items, and all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of Services and/or Software does not convey or imply the right to use the Services or Software in combination with any other information or products.

### **11. TERM AND TERMINATION**

These Terms apply to you and to us from the date that you accept them as provided above, until the later of the termination of your Account (whether by deactivation, cancellation, closure, expiration or termination by you or us) or your use of the Website. You may terminate the Terms at any time and for any reason by going to your Account page online and following our account closure process. Upon termination of your Account, you must immediately discontinue use of the Services and the Software and your Account and promptly uninstall and delete all copies of the Software. Immediately upon termination of your Account, all license and rights granted to you under the Terms automatically terminate and you shall automatically forfeit the right to use Digital Items. Your obligation to pay accrued Fees, if any, will survive any termination of your account and/or the Terms. Any and all Terms of Service within the Terms which should, by their nature, survive termination of the Terms, will survive such termination (including, without limitation, Sections 3.4, 4, 5, 6, 8.6, 8.8, 8.9, 8.10, 10.3 and 12 through 15 (inclusive)).

### **12. DISCLAIMERS**

We strive to keep Services up and running; however, all online services suffer occasional disruptions and outages. We are not responsible or liable for any disruption or loss you may suffer as a result. You should regularly backup content that you store on the Services.

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY US (INCLUDING WITHOUT LIMITATION DIGITAL ITEMS AND SOFTWARE) ARE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES, YOUR ACCOUNT, SOFTWARE, THE WEBSITE AND/OR DIGITAL ITEMS WILL BE SECURE, VIRUS-FREE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SAME WILL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD PARTY COMPONENT, TECHNOLOGY, HARDWARE, SOFTWARE, OR SYSTEM.**

We are not responsible or liable for any damage, loss or injury resulting from, relating to or arising out of:

- (i) access, use or attempted use or access of Services, Digital Items, the Software or the Website;
- (ii) downloading any information from the Software, Services or Website; and/or
- (iii) violations of the Terms by other users or any other third party.

We have no responsibility to enforce the Terms for the benefit of any user.

Some states do not allow the disclaimer of implied warranties; as such the foregoing disclaimer may not apply to you in its entirety.

### **13. LIMITATIONS OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER WE, NOR OUR SUPPLIERS OR LICENSORS, WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE OR OUR THIRD PARTY SUPPLIERS OR LICENSORS**

**HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.**

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.**

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.

## **14. DISPUTE RESOLUTION AND ARBITRATION**

### **14.1. BINDING ARBITRATION**

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE (“DISPUTE”) ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR SOFTWARE, WEBSITE, CONTESTS OR SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THIS SECTION 14. PLEASE READ THIS SECTION 14 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE WAIVING YOUR RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.**

### **14.2. General**

This Section applies to any Dispute except for Disputes relating to the enforcement or validity of our intellectual property rights. The term “Dispute” means any dispute, action, proceeding or other controversy between you and us concerning the Terms, the Services, the Website, the Contests, the software or any product, service or information we make available to you or refuse to make available to you, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a written Notice of Dispute setting forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to DittoMarc Customer Support, P.O. Box 2622, Cedar Park, Texas 79620 and by email to support@DittoMarc.com. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to the email address associated with your Account. You and we must attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence binding arbitration in accordance with this Section

14.

#### 14.3. Binding Arbitration

If you and we do not resolve any Dispute by informal negotiation, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this Section 14. All Disputes will be resolved by one person/arbitrator selected by the Austin, Texas office of JAMS which office shall conduct the arbitration in Austin, Texas and in accordance with its commercial arbitration rules.

#### 14.4. Class action Waiver

To the maximum extent permitted under Applicable Laws, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. You waive the right to seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it shall not apply to those parts but shall apply to all other parts to the maximum extent permitted under Applicable Laws. Instead, those parts will be severed and proceed in a court of law in Travis County, Texas, with the remaining parts proceeding in arbitration.

#### 14.5. Arbitration Procedure

These terms and all agreements arising therefrom shall be governed by, and construed in accordance with, the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction and venue of a one-person arbitration panel to resolve any and all dispute between the Parties arising or based upon these terms or the relationship of the Parties. Said arbitration shall be conducted by one person selected by the Austin office of JAMS which office shall conduct the arbitration in Austin, Texas and in accordance with its commercial arbitration rules.

If you are located in a country other than listed above, then arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of the Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope permitted under Applicable Laws, and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could.

The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These Terms govern to the extent they conflict with the arbitrators' commercial rules. The arbitrator may award compensatory damages, but shall NOT

be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator and JAMS. However, the arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction.

The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder, except for purposes of:

- (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal,
- (ii) obliging the other party to participate in the arbitration proceedings,
- (iii) requesting any type of conservative or interim measure in connection with the dispute prior to the constitution of the arbitral tribunal,
- (iv) requesting the appearance of witnesses and/or experts, and/or
- (v) requesting that any information and/or documentation discovery be complied with.

By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or Dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

#### 14.6 Claims or Disputes Must be Filed within 6 Months

To the extent permitted by Applicable Laws, any claim or Dispute under the Terms must be filed within 6 months from the date of the cause of action. If a claim or dispute isn't filed within 6 months, it's permanently barred.

#### 14.7. Equitable Relief

You agree that we would be irreparably damaged if the Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement

to arbitrate Disputes, we are entitled without bond, other security or proof of damages, to seek appropriate equitable remedies with respect to your violation of the Terms in any court of competent jurisdiction.

#### 14.8. English Language

If we provide a translated version of the Terms or any other DittoMarc terms or policy, it is for informational purposes only. The meaning of the English version of any terms or policy shall supersede any other possible meaning of any translation of the Terms.

### 15. MISCELLANEOUS

#### 15.1. GOVERNING LAW

**THESE TERMS AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THESE TERMS OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

#### 15.2. Assignment

You may not assign any of your rights, including, without limitation, any rights to use the Services or Software, or to participate in any Contest, or to collect any Winnings, or delegate any of your duties or obligations under the Terms without our prior written consent. Notwithstanding any provision herein to the contrary, you hereby agree that we may assign the Terms, in whole or in part, at any time without notice to you.

#### 15.3. No Third Party Beneficiaries

No provision of the Terms is intended, nor will be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any person or entity other than you and us.

#### 15.4. Severability

Whenever possible, each provision of the Terms will be interpreted in such manner as to be effective and valid under applicable law, but if any provision contained herein is determined to be invalid, illegal or unenforceable, in whole or in part, in any respect under any applicable law or rule in any jurisdiction, then (a) the Terms will be reformed, construed and enforced in such jurisdiction as if

such invalid, illegal or unenforceable provision had never been contained herein, or, if permitted in such jurisdiction, then in lieu of such invalid, illegal or unenforceable provision there shall be added to the Terms for purposes of such jurisdiction a provision as similar in its terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; and (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction, or of any other provision or of the Terms, in whole or part, in any jurisdiction.

#### 15.5. Captions; Interpretation

The captions in the Terms are included for convenience of reference only and shall not affect in any way the interpretation or construction of the Terms or any provision hereof. Whenever required by the context, any pronoun used in the Terms shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in the Terms shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The use of the words “or,” “either” and “any” shall not be exclusive. Wherever a conflict exists between the Terms and any other agreement, the Terms shall control, but solely to the extent of such conflict.

#### 15.6. Entire Agreement

These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior written and prior or contemporaneous oral arrangements, understandings, negotiations and discussions. DittoMarc has made no representations, warranties, covenants or promises relating to the subject matter of the Terms except as expressly set forth herein.

#### 15.7. Amendment

These Terms cannot be amended or modified by you. These Terms may be amended or modified by DittoMarc. We may, but are not required to, provide notice of any such amendment or modification to the email address associated with your Account. It shall be your responsibility to review any such amendment or modification. If you continue to use your Account to participate in Contests, visit our Website or use our Software or Services, such continued use shall be deemed acceptance of any such amendment or modification. **IF YOU DO NOT WISH TO BE BOUND BY ANY SUCH AMENDMENT OR MODIFICATION, YOU MUST STOP USING OUR SOFTWARE AND SERVICES AND CLOSE YOUR ACCOUNT.**

#### 15.8. No Implied Waiver

No failure or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise



thereof or the exercise of any other right, power or privilege hereunder. Any waiver by us of a breach or violation of any provision of the Terms by you shall not be deemed a waiver of any other provision or of any subsequent breach or violation.

#### 15.9. Remedies

No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including, without limitation, damages, injunctive relief, or attorneys' fees and expenses.

#### 15.10. Notices

You hereby consent to our providing you notifications about the Services or information the law requires us to provide via email to the email address associated with your Account. Notices emailed to you will be deemed given and received when the email is sent. **IF YOU DO NOT CONSENT TO RECEIVE NOTICES ELECTRONICALLY, YOU MUST STOP USING OUR SOFTWARE AND SERVICES AND CLOSE YOUR ACCOUNT.**

#### 15.11. Electronic Copies

A printed version of the Terms or of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

By submitting this information, you provide express written consent to DittoMarc sending you future information, contacting you to provide you with promotional offers using the information (including any phone numbers) you have or will provide us. This means DittoMarc may contact you with promotional offers via residential number, mobile number and/or text messaging (including use of autodialed and pre-recorded calls). You are not required to give your consent (directly or indirectly) as a condition of purchasing any goods, property or services. By clicking "Yes" you agree. Should you wish to unsubscribe, contact us at: [unsubscribe@DittoMarc.com](mailto:unsubscribe@DittoMarc.com).