

CLEVELAND BROWNS TERMS OF USE

Effective Date: November 1, 2022.

You can download and/or print these Terms of Use ("Terms") from your browser.

Introduction

Please read these Terms carefully before using our websites and any online services, software or apps provided by Cleveland Browns Football Company LLC, Cleveland Browns Stadium Company LLC, or another entity associated with the Cleveland Browns (collectively "**the Browns**", "**we**", or "**us**" or "**our**") or participating in other Browns programs that post a link to or directly or indirectly reference these Terms (e.g., the Browns Dawg Rewards Program, Browns Barking Backers Club, in-person giveaways or sign-ups, etc.) (collectively, the "**Services**"). By visiting or otherwise using the Services in any manner, you agree to the then-posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree, and consent to our data practices as described in our [Privacy Policy](#).

These Terms affect your legal rights, responsibilities, and obligations and govern your use of the Service, are legally binding, limit the Browns' liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Services and uninstall Services downloads and applications.**

Additional Terms

In some instances, additional or different terms that are posted on the Services apply to your use of certain parts of the Services (individually and collectively "**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additional Terms include our Ticketing Terms and Conditions available [here](#), the Browns Dawg Rewards Program terms available [here](#), and the Barking Backers Program terms available [here](#).

Updates to these Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service, as more fully explained [here](#).

Quick Links

We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries, govern.

- **Grants and Limitations of Rights**
 - A. We only grant you a limited, revocable license to use the Service, subject to rules and limitations. [More](#)

B. You grant us a broad license to the content you submit and to your profile. You retain ownership of and responsibility for your content. We have the right to manage our Services to keep its content appropriate. [More](#)

C. Your use of our Services is subject to various restrictions designed to protect the Services and users. [More](#)

- **Limitations on Your Remedies**

D. As permitted by applicable law,

E. We also disclaim most warranties and provide the Services "As Is." [More](#)

F. Our liability is greatly limited. [More](#)

G. Your equitable or injunctive relief rights are limited. [More](#)

- **Dispute Resolution**

H. As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. [More](#)

- **Availability of Service**

I. We may change or discontinue our Service, or your right to access it, in whole or in part. [More](#)

J. Our Services are intended for access from and use in the United States (the "U.S.A." or "U.S.") [More](#)

- **Table of Contents**

K. For a clickable table of contents that will help you find and navigate to all the sections of the full Terms of Use click [here](#).

1. **OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICES AND CONTENT.**

A. **Ownership.** The Services and all of their respective content ("**Content**"), including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein ("**Intellectual Property**"), are owned or controlled by the Browns, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Services is the property of the Browns, our licensors, or certain other third parties and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. The Browns own the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

B. **Your Rights to Use the Services and Content.**

- (i) Your right to use the Services and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Services and the Intellectual Property shall automatically terminate upon any violations. These rights are nonexclusive, limited, and revocable by us at any time in our sole discretion and without advance notice or liability. As your right to access and use the Services and the content is personal to you, you may not assign or transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only, do the following which shall be collectively referred to as the "**Browns Licensed Elements**"):
- (1) Display, view, use, and play the Content on a computer, mobile or other Internet enabled or permitted device ("**Device**") and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
 - (2) Stream the Content using any of the widgets and/or other digital streaming Internet video players, if any, provided on the Service;
 - (3) Subject to any applicable Additional Terms, if the Services include a "Send to Friend" social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content or that allows you to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not use the tool in any manner that violates applicable law or third-party rights or reflects negatively on us, and provided further that you only send such communications to recipients you have permission to contact;
 - (4) If the Services include a "Download" link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content per Device;
 - (5) Download, install and use one copy of any software (including apps) that we make available on or through the Services ("**Software**") per Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, the Browns do not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be the Browns and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of the Browns; (iii) you may not assign, rent, lease, or lend the Software to any person or entity, and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

- (6) If made available to you, obtain a registered personal account (and/or related username and password) on the Services and interact with the Services in connection therewith;
- (7) Link to the Services from a website or other online service, so long as: (a) the links only incorporate text and do not use any the Browns names, logos, or images, (b) the links and the content on such website do not suggest any affiliation with the Browns or cause any other confusion, and (c) the links and the content on such website do not portray the Browns or its products or services in a false, misleading, derogatory, or otherwise offensive manner and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive or that violates any right of any third-party or is otherwise objectionable to the Browns. The Browns reserve the right to suspend or prohibit linking to the Services for any reason in its sole discretion and without advance notice or any liability of any kind to you or any third-party; and
- (8) Use any other functionality expressly provided by the Browns on or through the Services for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

- C. **Rights of Others.** In using the Service, you must respect the Intellectual Property and rights of others and the Browns. Your unauthorized use of Content may violate the rights of others and applicable laws and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see [Section 6](#) below.
- D. **Reservation of all Rights Not Granted as to Content and Service.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Services and Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY THE BROWNS AND OUR LICENSORS AND OTHER THIRD PARTIES. *ANY UNAUTHORIZED USE OF ANY CONTENT OR THE SERVICES FOR ANY PURPOSE IS PROHIBITED.*
- E. **Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps, or sites (collectively, "**Third-Party Services**"). For instance, portions of the Services may be integrated into or linked to third-party sites, platforms, and apps that we do not control. These may include services run by our licensees and service providers that include our branding and may be displayed to you in a window without otherwise leaving our Service, including, without limitation: ticket sellers such as Ticketmaster (see [here](#)) and merchandise vendors such as Fanatics (see [here](#)). Similarly, we may make available to you on or via our Services ads and thirdparty content or services that we also may not control. This may include the ability to register or sign in to our Services using Facebook Connect, Ticketmaster, or other third-party tools and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties, and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Services through Apple, Android, or any other platform, please note that these are Third-Party Services. If you access our apps via Apple, click [here](#) for Additional Terms and conditions that are applicable to you and are incorporated into the Terms by this reference.

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2. CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES.

A. User-Generated Content.

- (i) **General.** The Browns may now, or in the future, offer users of the Services the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit (a) through the Service, or (b) on or in response to our pages or posts on any third-party platforms, or (c) in connection with any of our promotions by any media or manner, or (d) otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, "**submit**") messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Browns Licensed Elements included therein, "**User-Generated Content**" or "**UGC**"). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.
- (ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Services' posted [Privacy Policy](#) or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark it "confidential," "proprietary," or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, the Browns do not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with us, please keep in mind that we do not seek any unsolicited ideas or materials for products or services or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for apparel, equipment, coaching, on-field play, recruitment, branding, marketing, promotions, music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, the Browns retain all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Browns' receipt of your Unsolicited Ideas and Materials is not an admission by us of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

- (iii) **License to the Browns of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion's official rules) that specifically govern the submission of your UGC or as otherwise described in our [Privacy Policy](#), you hereby grant the Browns the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights, metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to the Browns to your UGC, you also, as permitted by applicable law, hereby grant to the Browns, and agree to grant to the Browns, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.A(iii).
- (iv) **The Browns' Exclusive Right to Manage Our Service.** The Browns may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of any of your UGC, and we may, in our sole discretion, reject, delete, move, re-format, remove, or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement, and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to (a) address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate or (b) enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Services by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Services or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Services prospectively removed from public display as provided for in the [Privacy Policy](#).
- (v) **Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside (18 in Ohio) and are the parent or legal guardian, or have all proper consents from

the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful right to submit the UGC and grant the Browns the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any obligation by the Browns to obtain consent of any third-party and without creating any obligation or liability for the Browns; (b) the UGC is accurate; (c) the UGC does not and, as to the Browns' permitted uses and exploitation set forth in these Terms, will not infringe any Intellectual Property or other right of any third-party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

(vi) **California Consumer Rights and Notices.** Any California residents under the age of eighteen (18) who have registered to use the Services and who have posted content or information on the Services can request that such information be removed from the Services by contacting us at the email or address set forth in [Section 7](#). Such request must state that the requester personally posted such content or information and must detail where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third parties may have republished the post, and archived copies of it may be stored by search engines and others that we do not control. Since minors are not authorized to use our Services we may also terminate any minor's accounts that come to our attention.

B. Community Usage Rules. In addition to the rules below, we may from time-to-time issue Community Usage Rules ("**Rules**") to govern the use of the Services' online communities ("**Communities**").

- (i) At minimum, your participation in the Communities is subject to all of the Terms, including these Rules:
- **Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain or display any visible logos, phrases, or trademarks that belong to third parties in a manner that implies a false endorsement. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to the Browns. (For example, if someone has taken a picture of you and your friend, and you submit that photo to the Browns as your UGC, then you must obtain your friend's and the photographer's permission to do so.)
 - **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.

- **Act Appropriately.** All of your Services activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, age, military status, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.
- **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or any politician, public servant, or law.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and will include any other disclosures we may require.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and UGC that you submit on the Services within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces, and take care when otherwise disclosing this type of information to others.
- **Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and

by the method, specifically requested by the Browns (e.g., an email address to send an email invite to a friend).

- **Don't Damage the Services or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Services or any computer or other Device.

If you submit UGC that we reasonably believe violates these Rules, then we may take any legally available action that we deem appropriate in our sole discretion. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions or other requirements referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

- (ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

- C. **Appropriate Content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake any obligation to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it [here](#). For alleged infringements of Intellectual Property rights, see [Section 6](#).

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3. SERVICES AND CONTENT USE RESTRICTIONS.

- A. **Services Use Restrictions.** You agree that you will not: (i) use the Services for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive or that violate any right of any third-party or are otherwise objectionable to or disparaging of the Browns; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever or modify any Services source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Services or the proper operation of the Services or otherwise causes harm to the Service, the Browns, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device, or other content protection or access control measure) of the Services or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable

information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems, or networks connected to the Services through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

- B. **Content Use Restrictions.** You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Services by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of Browns Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose, except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of the Browns or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.
- C. **Availability of Services and Content.** We, in our sole discretion and without advance notice or liability, may immediately suspend or terminate the availability of the Services and/or Content (and any elements and features of them), in whole or in part, for any reason, in our sole discretion.

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4. CREATING AN ACCOUNT.

- A. **Accounts.** If you register with us (or with a third-party partner of ours in connection with the Service) or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique and must not violate the rights of any person or entity or be deemed offensive by us. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us [here](#) of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights. Your account information, including your photo, may be used by us for identity management and fraud prevention on and off the Service.

Accounts may only be set up by an authorized representative of the individual that is the subject of the account and who is of the applicable age of majority. We do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the

Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

- B. **Profiles.** We may, either directly or through a third-party partner, from time-to-time permit you to set up private, semi-private and/or public profile pages ("**Profile Page(s)**") that allow you to provide and/or display information about you. Your Profile Page may not include any form of prohibited UGC, as outlined in [Section 2](#) above and in our [Rules](#). Without limiting the foregoing, Profile Pages may not include content regarding goods or services that you are attempting to sell through the Services and cannot be used to conduct commercial activities, including, but not limited to, transactions, advertising, fundraising, contests or other promotions, absent our prior written consent. We may offer you the ability to set preferences relating to your profile or Services activities, but settings may not become effective immediately or be error free and options may change from time-to-time. We assume no responsibility or liability for users' profile material. Your profile information, including your photo, may be used by us for identity management and fraud prevention on and off the Service.

Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate, in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time, without notice.

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5. WIRELESS, MESSAGING AND LOCATION-BASED FEATURES

- A. **Wireless Features.** The Services may offer certain features and services via your wireless Device. Features and services may include the ability to access the Services' features, upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**"). You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Services for Wireless Features, then you agree to notify the Browns of any changes to your wireless contact information (including phone number) and update your accounts on the Services to reflect the changes. If the Services include push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when the Services are running in the background. You may have the ability, and it is your responsibility, to adjust the notifications you do, or do not, receive via your Device through your Device and/or App settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

- B. **Email Messages.** You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and, if your opt-out is limited to certain types of emails, the optout will be so limited. Subject to applicable law, we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements, and these informational or transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.
- C. **Text Messages.** You may be given opportunities to subscribe to various text marketing or other text messaging programs and, by doing so, you consent to receive ongoing text alerts (including via actual or potential auto-dialers) from us related to our various businesses and affiliates, which may include co-promotions with or about other parties, except that if the scope of your consent for a particular subscription is limited, that subscription will be so limited. Such consent is not required to purchase any product or service aside from the text subscription itself. For each subscription, text "HELP" for help and text "STOP" to terminate (i.e., opt-out of) that subscription. Subsequent or different subscriptions will be unaffected by an opt-out. You consent to receive a text confirming any opt-out as well as non-marketing administrative or transactional messages. For subscriptions to recurring text messages, you may receive up to the number of text messages per month specified in your consent or to which you later consent (to the extent specified). Alerts auto-renew unless otherwise specified when you consented. Except for the purchase of premium text programs to which you subscribe for a fee, your consent to receive text messages is not a condition of any purchase, and no purchase is necessary. You understand that we may send mobile text messages using automated technology. If you subscribe to text messages, you represent that you are 18 years of age or older or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances for which you are responsible. Contact your carrier for details. Premium rates that we charge (if any) for text messages will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages.
- D. **Location-Based Features.** If GPS, geo-location, or other location-based features are enabled on your Device, you acknowledge that your Device location may be tracked and may be shared with others consistent with the [Privacy Policy](#). In addition, if you use our wi-fi services (such as in Cleveland Browns Stadium) or the wi-fi services of a third party we work with, your Device may be tracked when you use that service, even when you have location-awareness turned off on your Device. If you do not consent to such tracking, do not use the wi-fi service. In addition, you may encounter beacons in our facilities (such as Cleveland Browns Stadium) that track your Device through Bluetooth or wi-fi; however, see our [Privacy Policy](#) regarding choices you have regarding use of this technology for Interest-based Advertising. Some Devices and platforms may allow disabling some, but not all, location-based features or managing such preferences. However, typically your proximity or connection to wi-fi, Bluetooth and other networks may still be tracked when location services are turned off on Device settings. You can terminate Device location tracking via our mobile app by uninstalling the application. Territory geo-filtering may be required in connection with use of some Services features due, for instance, to Content territory restrictions. The location-based services offered in connection with the Browns' mobile app(s) or feature(s), such as map and directions features, are for individual use only and should not be used or relied on in any situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or physical or property damage. Use location-based services at your own risk as location data may not be accurate.

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6. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act ("DMCA") to identify content or material posted on the Services that is infringing that you would like removed from our Service, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following the instructions [here](#).

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7. NOTICES, QUESTIONS AND CUSTOMER SERVICE.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: 76 Lou Groza Blvd, Berea, Ohio 44017, Attn: Legal Department. If you have a question regarding the Service, you may contact Browns Customer Support by sending an email [here](#) or calling us at 440-891-5000. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

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8. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS.

We strive to accurately describe our products or services offered on the Service; however, we do not warrant that such specifications, pricing, or other content on the Services is complete, accurate, reliable, current, or error-free. As permitted by applicable law, we shall have the right to refuse or cancel any orders in our sole discretion. Your orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. If we charged your credit or other account prior to rejection or cancellation, we will reissue credit to your account. Additional Terms may apply. If a product or service you purchased or accepted from the Browns is not as described, as permitted by applicable law, your sole remedy is to return it, to cancel the purchase, and receive a credit for the purchase price. We conduct our business from 76 Lou Groza Blvd, Berea, Ohio 44017, and will confirm that and our return and refund policies in writing upon written request. Refund, return and shipping terms are subject to Additional Terms. Additional Terms applicable to our ticket sales are available [here](#).

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9. ARBITRATION AND DISPUTE TERMS.

A. **Forum Selection/Jurisdiction.** Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Service, the Content, your UGC, these Terms, or any applicable Additional Terms, (collectively, "**Dispute**") shall be in Cuyahoga County, Ohio. Each party submits to personal jurisdiction and venue in Cuyahoga County, Ohio for any and all purposes.

- B. Pre-Arbitration Notification.** The Browns and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that the Browns need not do so in circumstances where its claims of Intellectual Property rights are concerned ("**IP Disputes**," and, together with all other disputes, the "**General Disputes**"). In the event of a Dispute, the party making a claim – whether you or the Browns – shall send a letter to the other party briefly summarizing the claim and the request for relief. If the Browns are making a claim, the letter shall be sent via email to the email address listed in your applicable Service account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 9.B. If you are making a claim, the letter shall be sent to 76 Lou Groza Blvd, Berea, Ohio 44017 (**Attn: General Counsel**). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 9. Either you or the Browns, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 9.D) before the expiration of this sixty (60)-day period.
- C. Arbitration of Claims.** All actions or proceedings arising in connection with, touching upon, or relating to any Dispute or the scope of the provisions of this Section shall be submitted to the American Arbitration Association ("**AAA**") (www.adr.org) for final and binding arbitration under its Commercial Arbitration Rules and Mediation Procedures, which shall be held in Cuyahoga County, Ohio before a single arbitrator. If the matter in dispute is between the Browns and a consumer, the matter shall be submitted to AAA in accordance with its Consumer Arbitration Rules. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by AAA. We may have the right to pay the AAA fees if required for arbitration to be enforceable. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors, and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter has been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Cuyahoga County, Ohio or, if sought by the Browns, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Cuyahoga County Common Pleas Court or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.
- D. Limitation on Injunctive Relief.** AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS

(WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC (INCLUDING YOUR LICENSED UGC), PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY BROWNS PARTY (DEFINED BELOW) OR A LICENSOR OF ANY BROWNS PARTY.

- E. **Governing Law.** These Terms and any applicable Additional Terms, General Disputes, IP Disputes, and any other claim brought by you against the Browns or by the Browns against you pursuant to this Section 9 or otherwise related to the Service, Content, Browns Licensed Elements, UGC or any other of our products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of Ohio, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section 9 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq. and not by the law of any state and is enforceable pursuant to its terms on a self-executing basis. You and the Browns agree that we intend that this Section 9 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 9 can only be amended by mutual agreement. Either party may seek enforcement of this Section 9 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.
- F. **Class Action Waiver.** To the extent permitted by applicable law, both you and the Browns waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the AAA Commercial Arbitration Rules and Mediation Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 9 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding and not in arbitration.
- G. **Jury Waiver.** **AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON, OR RELATING TO THESE TERMS, THE BREACH THEREOF, AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**
- H. **Small Claims Matters.** Notwithstanding the foregoing, either of us may bring a qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 9.F.
- I. The provisions of this Section 9 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 9 shall remain in full force and effect notwithstanding any termination of your use of the Services or these Terms.

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10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

- A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. To the fullest extent permissible by applicable law, the Browns and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, the "**Browns Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, Browns Licensed Elements, UGC, or our other products or services, except as set forth in subsection C, below.
- B. **EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN APPLICABLE ADDITIONAL TERMS OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BROWNS PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.**
- C. **NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY THE BROWNS PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY THE BROWNS PARTIES TO YOU OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) THE BROWNS PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY THE BROWNS PARTIES TO THE EXTENT NOT WAIVABLE OR NOT LIMITABLE UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE BROWNS PARTIES THAT IS NOT WAIVABLE OR NOT LIMITABLE UNDER APPLICABLE LAW.**

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11. LIMITATIONS OF OUR LIABILITY.

- A. **AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY BROWNS PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND**, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with or otherwise directly or indirectly related to, without limitation, the Service, Content, Browns Licensed Elements, UGC, or our other products or services, except, to the extent not waivable under applicable law, for direct

damages for personal injury caused by a physical product manufactured, sold, or provided by the Browns.

- B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if the Browns Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).
- C. **AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE BROWNS PARTIES' TOTAL LIABILITY TO YOU FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID THE BROWNS IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION THAT GAVE RISE TO THE CLAIMS.**
- D. **NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY THE BROWNS PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY THE BROWNS PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) THE BROWNS PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY THE BROWNS PARTIES TO THE EXTENT NOT WAIVABLE OR NOT LIMITABLE UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE BROWNS PARTIES THAT IS NOT WAIVABLE OR NOT LIMITABLE UNDER APPLICABLE LAW.**

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12. UPDATES TO TERMS.

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Services (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE, YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS GOING FORWARD. Any new Terms or Additional Terms will be effective as to new uses and transactions as of the time that we post them or such later date as may be specified in them or in other notice to you. In the event that any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised, or additional terms by discontinuing use of the Service

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13. GENERAL PROVISIONS.

- A. **The Browns' Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants the Browns a right of consent or approval or that permits the Browns to exercise a right in its "sole discretion," the Browns may exercise that right in its sole and absolute discretion (regardless of whether "discretion" is referenced). No consent or approval may be deemed to have been granted by the Browns without being in writing and signed by an authorized officer of the Browns.
- B. **Indemnity.** As permitted by applicable law, you agree to, and you hereby do, defend (if requested by us), indemnify, and hold the Browns Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Browns Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Services and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; or (vii) the Browns Parties' use of the information that you submit to us (including your UGC) subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by the Browns Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, the Browns Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Browns Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an authorized officer of the Browns Party. This section is not intended to limit any causes of action against us that you may have but which are not waivable under applicable law.
- C. **Operation of Service; Availability of Products and Services; International Issues.** The Browns control and operate the Services from the U.S.A. and make no representation that the Services are appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content if, and to the extent, local laws apply.
- D. **Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any county or to any person, entity, or end-user that is subject to U.S. export controls or sanctions.
- E. **Severability; Interpretation.** If any provision of these Terms or any applicable Additional Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of

competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive, and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

- F. **Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, we reserve the right, without limitation, to: (i) investigate any suspected breaches of Services security or our information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by us in accordance with our [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by us to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to the Browns under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Services or upon notice from us, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms which, by their nature should survive your suspension or termination, will survive, including the rights and licenses you grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.
- G. **Assignment.** We may assign our rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time and without any notice. These Terms and any applicable Additional Terms may not be assigned by you and you may not delegate your duties under them without the prior written consent of an officer of the Browns.
- H. **Complete Agreement; No Waiver.** These Terms and any applicable Additional Terms reflect our complete agreement regarding the Services and supersede any prior agreements, representations, warranties, assurances, or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or the Browns in exercising any of rights, powers, or remedies under these Terms will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.
- I. **California Consumer Rights and Notices.** California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act, in our [Privacy Policy](#).

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento,

California, 95834, or by telephone at (916) 445-1254. Hearing-impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700. Their website is located at: <http://www.dca.ca.gov>.

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//End Terms of Use//

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