

## Terms of Use

**By downloading the GooseChase application (the “App”) and/or participating in the Miles Perret Cancer Services, Inc. (MPCS) Games Across Acadiana Scavenger Hunt (the “Game”), you (“User”) indicate your acceptance of these terms of use. If you do not accept these terms of use, do not utilize the app or participate in the Games Across Acadiana Scavenger Hunt.**

### 1. Content

By submitting, posting or displaying any content through the App, you grant to MPCS (and our authorized agents) a non-exclusive, royalty-free, world-wide, perpetual license to use, copy, modify, transmit, display and distribute such content.

### 2. Age of Users

According to GooseChase, the App is designed to be used by individuals who are over the age of thirteen (13). All minors participating in the Game should obtain consent of their parents or guardians.

### 3. Restrictions on User Content

MPCS reserves the right at all times (but will have no obligation) to remove any User Content and to terminate Users or reclaim usernames. In using the App, you shall not:

- a. Copy any content unless expressly permitted to do so herein;
- b. Upload, post, email, transmit or otherwise make available any material that:
  - i. Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
  - ii. You do not have a right to make available under any law or under a contractual relationship;
  - iii. Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
  - iv. Is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - v. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy; or
  - vi. Contains any falsehoods or misrepresentations or creates an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;

- c. Impersonate any person or entity or misrepresent affiliation with a person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
- e. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- f. Collect or store personal data about other users or viewers;
- g. License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the App; or
- h. Modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or any software provided as part of the Website, except to the extent the foregoing restrictions are expressly prohibited by applicable law.

#### **4. Limitation of Liability**

Under no circumstances shall MPCCS be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any damages that result from (a) your use or inability to use this App, (b) errors, mistakes, or inaccuracies in the materials on the App, (c) personal injury or property damage of any kind whatsoever arising from or relating to your use of this App and/or participation in the Game, or (d) damage of any kind whatsoever arising from any bugs, viruses, trojan horses, or any other files or data that may be harmful to computer or communication equipment or app.

#### **5. Termination**

MPCS may, under certain circumstances and without prior notice, immediately terminate your ability to access the App or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms of Use or any other agreement that you may have with MPCCS, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) termination of the Game, and/or (f) participation by you, directly or indirectly, in fraudulent or illegal activities. Termination of your access to the App may also include removal of some or all of the materials uploaded by you to the App. You acknowledge and agree that all terminations may be made by MPCCS in its sole discretion and that MPCCS shall not be liable to you or any third-party for any termination of your access to the App or for the removal of any of the materials uploaded by you to the App.

#### **6. Security**

Information sent or received over the Internet is generally not secure and MPCCS cannot and does not make any representation or warranty concerning security of any communication to or from the App or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for safeguarding the password that you use to access the Game and you are responsible for any activities or actions under your password. You agree to keep your password secure. MPCCS will not be liable for any loss or damage arising from your failure to comply with these requirements.

## **7. Arbitration**

You agree that any and all disputes (a) related to playing the Game, (b) related to any of its Rules or Regulations, or (c) concerning the validity of this Arbitration clause, will be referred to and finally resolved by binding arbitration held in Lafayette, Louisiana before an arbitrator designated by Perry Dampf Dispute Solutions. Such arbitration will be conducted under rules to be determined by the designated arbitrator in his or her sole discretion. Any award rendered by the arbitrator will be final and binding upon each of the parties, and judgment of the award may be entered in any court having jurisdiction. Without limiting the applicability of the binding arbitration, any civil action related to the Game or this agreement may be brought exclusively in the State or Federal Courts located in Lafayette, Louisiana.