



## TERMS OF USE

This website at <http://www.goodtimespark.com> ("Site") is owned and operated by Good Times Park Inc. By accessing or using this Site, (regardless of whether your access or use is intended) you accept, without limitation or qualification, these Terms of Use, which form a legally binding agreement. Access to and use of this Site and the information, materials, products and services available through this Site are subject to all applicable laws and regulations and to these Terms of Use. Please read these Terms of Use carefully. If you do not agree to these Terms of Use, please leave this Site immediately. This Site is intended to be used by individuals over the age of 18 years.

### **MODIFICATION**

Good Times Park Inc. ("Good Times Park") reserves the right to modify or amend these Terms of Use without notice at any time. The latest Terms of Use will be posted on the Site, and you should always review these Terms of Use prior to using the Site to ensure that you have a current understanding of the Terms of Use under which you are permitted to access this Site.

### **PRIVACY POLICY**

By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy which is incorporated herein. Before using this Site, please read through these documents carefully. All personal data provided to us as a result of your use of this Site will be handled in accordance with the published Privacy Policy.

### **OWNERSHIP OF CONTENT**

Unless otherwise indicated, this Site and its design, text, content, selection and arrangement of elements, organization, graphics, and the design, compilation, and other matters related to this Site ("Content") are protected under applicable intellectual property and other laws, including without limitation those of the United States, and all Content and intellectual property rights therein are the property of Good Times Park Inc. or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws.

The Content on this Site may only be used for personal, non-commercial purposes. This means that you may only view or download material from this Site for your own use as necessary to use services offered through this Site.

The posting of any Content on this Site does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through this Site. The reproduction, duplication, distribution (including by way of email, facsimile or other electronic means), publication (including posting on another website) modification, copying or transmission of Content from this Site, in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, is **STRICTLY PROHIBITED** unless you have obtained the prior written consent of Good Times Park or unless it is expressly permitted by this Site. Requests for permission to reproduce or distribute materials found on this Site can be made by contacting Good Times Park by email at [Bonnie@goodtimespark.com](mailto:Bonnie@goodtimespark.com).



## TERMS OF USE

### TRADEMARKS

The Good Times Park logo, all product names, all page headers, all custom graphics, all button icons, all trademarks, service marks and logos appearing on this Site, unless otherwise noted, are service marks, trademarks (whether registered or not) and/or trade dress of Good Time Park. All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated on the Site are the property of their respective owners. You are not authorized to display or use the Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners without the prior written permission of such owners. The use or misuse of the trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

### ADDITIONAL TERMS AND CLICK-THROUGH AGREEMENTS

We may require you to follow additional rules, guidelines or other conditions in order to use various features of our Site. In such cases, you may be asked to expressly consent to these additional terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. For example, you will be required to enter into a separate agreement if you use this Site to play at a Good Times Park facility or make a purchase on this Site. If any of the terms of a click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

### SUBMISSION OF INFORMATION THROUGH OUR SITE

You may choose to submit information to Good Times Park through our Site for various reasons, such as to make a purchase to play. If you choose to submit your name, contact information, and/or other personal information to Good Times Park for any of these purposes, you are authorizing Good Times Park to utilize this information for the purpose for which it was submitted. All information submitted will be treated in accordance with our Privacy Policy.

### LINKED SITES AND ADVERTISING

You may create hyperlinks directly to the home page of this Site provided that: (i) the hyperlink accurately describes the content as it appears on the Site; (ii) each page within our Site must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the applicable page within our Site; and (iii) you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or Good Times Park, its employees, agents, directors, and officers. You may not copy any portion of our Site or Content to a server, except as part of an incidental caching of pages. If you wish to link to or obtain a license with regard to our Site or our Content other than as described herein, you must contact Good Times Park before doing so.



## TERMS OF USE

Good Times Park may provide links or pointers to other web sites solely as a convenience to you, and the presence of such a links does not imply a responsibility for the linked site or an endorsement of the linked site, its operator, or its contents. Good Times Park is not responsible for the content or practices of third party websites that may be linked to this Site. This Site may also be linked to other websites operated by companies affiliated or connected with Good Times Park. When visiting other web sites, however, you are subject to and should review each such website's individual "Terms of Use" and Privacy Policy.

Good Times Park takes no responsibility for third party advertisements which are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers.

### **MODIFICATIONS AND TERMINATION**

Good Times Park reserves the right to modify or discontinue this Site or any portion thereof at any time without notice.

### **NO WARRANTIES**

GOOD TIMES PARK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS SITE AND ANY SITE WITH WHICH IT IS LINKED. WE DO NOT WARRANT THAT THIS SITE, ITS SERVERS OR E-MAIL SENT FROM US WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THIS SITE, OR ANY SITE WITH WHICH IT IS LINKED, IS ACCURATE, COMPLETE, OR CURRENT. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS SHALL HAVE THE BENEFIT OF THIS CLAUSE.

### **EXCLUSION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS GOOD TIMES PARK, ON BEHALF OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR ANY WEBSITE WITH WHICH IT IS LINKED. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS.



## TERMS OF USE

These Terms of Use give you specific legal rights and you may also have other rights which vary from state to state. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations & exclusions set out in these Terms of Use may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these Terms of Use shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

### **INDEMNITY**

You agree to defend, indemnify and hold harmless Good Times Park, its owner(s) and their respective employees, agents, directors, and officers from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of or related to your use of this Site or your breach or alleged breach of this Agreement.

### **LEGAL COMPLIANCE**

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our Site. If you provide us any information through our Site, you agree to provide true, accurate, current and complete information about yourself. You agree not to upload or transmit through the Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. Good Times Park reserves all rights and remedies available to it.

### **GENERAL PROVISIONS**

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement, will be substituted with a valid and enforceable provision reflecting the intent of the invalid provision, and does not affect the validity and enforceability of any remaining provisions.